

AGENDA

Regular Meeting – April 24, 2024 – 6:00 PM Courthouse Annex • 229 SW Pinckney St. • Room 107

Public Participation is also Provided Online via GoToMeeting.

Please visit: https://global.gotomeeting.com/join/265220797 or call using the information below

Phone Number (Toll Free): 1-877-309-2073 Access Code: 265-220-797

CALL TO ORDER

PROCLAMATIONS AND RECOGNITIONS

REPORTS: CONSTITUTIONAL OFFICERS

COUNTY ATTORNEY COUNTY MANAGER

MADISON COUNTY DEVELOPMENT COUNCIL (MCDC)

ADOPTION OF THE AGENDA

APPROVAL OF THE MINUTES

- 1. Regular Meeting April 10, 2024
- 2. Workshop April 10, 2024

PUBLIC HEARINGS

1. .

PETITIONS FROM THE PUBLIC - FIVE (5) MINUTE LIMIT

CONSENT AGENDA

- 1. Checks for Prior Period.
- 2. Budget Amendment Request for Sheriff's Office Employee Payout.
- 3. Budget Amendment Request for Sheriff's Office Employee Payout.
- 4. Budget Amendment Request for Sheriff's Office Employee Payout.
- 5. Budget Amendment Request for Rollover of the Volunteer Fire Department's Prior Year Reserves.

UNFINISHED BUSINESS

1. Discussion Regarding Agriculture Center.

PUBLIC WORKS

1. Review with Possible Approval of Bids for One (1) New Model Tractor/Boom Mower Combination – Mr. Lonnie Thigpen.

NEW BUSINESS

- 1. Review with Possible Approval of Lease Agreement between Madison County Board of County Commissioners and the Town of Greenville for the Property Used as the Greenville Public Library County Attorney.
- 2. Discussion Regarding Implementation of Treatment no Transfer Fee by Madison County Fire Rescue Chief Clayton.
- 3. Discussion Regarding Valdosta Sewage Spill and Compliance with Consent Order Commissioner Waldrep.

COMMISSIONER CLOSING COMMENTS ADJOURNMENT

BOARD OF COUNTY COMMISSIONERS MADISON COUNTY, FLORIDA COURTHOUSE ANNEX MINUTES OF THE REGULAR MEETING WEDNESDAY, APRIL 10, 2024 9:00 A.M.

The Board of County Commissioners of Madison County Florida met this day in regular session. Members of the public were allowed to view this meeting, listen to this meeting and were given a reasonable opportunity to present comments to the Board by telephone and through the video/teleconferencing system "Go-To-Meeting".

The Chair called the meeting to order at 9:00 a.m. and conducted roll call. The members of the Board attended the meeting as follows:

<u>District</u>	<u>Office</u>	<u>Name</u>	How Attended	Portion Attended
1	Chair	Alston Kelley	In Person	All
2		Donnie Waldrep	In Person	All
3		Ronnie Moore	In Person	All
4		Alfred Martin	In Person	All
5		Brian Williams	In Person	All

County Constitutional Officers attended the meeting as follows:

<u>Position</u>	<u>Name</u>	How Attended	Portion Attended	
Clerk of Court	Billy Washington	In Person	All	
Sheriff	David Harper	In Person	All	

County staff attended the meeting as follows:

<u>Position</u>	<u>tion</u> <u>Name</u> <u>H</u>		Portion Attended
County Manager	Sherilyn Pickels	In Person	All
Executive Assistant	Kechia Robinson	In Person	All
County Attorney	George T. Reeves	In Person	All
Road Dept. Dir.	Lonnie Thigpen	In Person	All
Solid Waste Dir.	Llew McDonald	In Person	All
Fire/Rescue Chief	Allen Clayton	In Person	All
County Planner	Renee Demps	Telephonic	All

Constitutional Officers Report:

 Clerk Washington reported that the proposed amendment to the Interlocal Agreement concerning the Small County Surtax had been approved by the Madison City Commission and the Lee Town Council. He is waiting for the next meeting with the Greenville Town Council. He also reported that, to date, the Govdeals.com online auction of surplus county owned property had generated \$382,674.

County Attorney Report:

• A hearing has been set in the Old Mosley Hall Road case.

County Manager Report:

• The Florida Association of Counties conference will be June 25-28 at Bonnet Creek in Orlando. Registration is now open for this event.

MCDC Report:

 BioActive Forages project is still moving forward. There are other entities showing interest in Madison County. Mr. Brown requested the Board consider scheduling a workshop meeting to discuss economic development.

Adoption of Agenda:

A motion was made and seconded to adopt the agenda. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
						Present	
1	Kelley			Χ			
2	Waldrep		Χ	Χ			
3	Moore			Χ			
4	Martin	Х		Χ			
5	Williams			Χ			

Approval of Minutes:

A motion was made and seconded to approve the amended minutes of the regular meeting held March 27, 2024. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
						Present	
1	Kelley			Χ			
2	Waldrep			Х			
3	Moore			Х			
4	Martin	Х		Х			
5	Williams		Х	Х			

Petitions from the Public:

 David Langston updated the Board on the ongoing issue in his subdivision with storm debris and railroad crossties being trucked into a lot. He has contacted the Environmental Protection Agency, Department of Environmental Protection, US Army Corps of Engineers, and State Rep. Allison Tant's office.

Consent Agenda:

Items on the Consent Agenda were as follows:

- 1. Checks for the prior period.
- 2. Agreement Between Madison County and District 2 Medical Examiner.
- 3. Properties to be Placed on the List of Lands Available for Taxes.

A motion was made and seconded to approve the Consent Agenda Items. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
					_	Present	
1	Kelley			Χ			
2	Waldrep			Х			
3	Moore			Χ			
4	Martin	Χ		Χ			
5	Williams		Χ	Χ			

<u>Unfinished Business #1 – Review with Possible Approval of Engineering Agreement with Clemons, Rutherford & Associates for Grant Funded Multipurpose Facility:</u>

This item was passed from a prior meeting due to questions concerning a potential partnership with North Florida College. After discussion with NFC, it was decided that the long-term interests did not align. NFC was opting for a different path with respect to the appropriation they received from the state. The County Attorney also explained that the Board did not have a requirement to bid the services provided in the agreement. A motion was made and seconded to approve the agreement. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
						Present	
1	Kelley			Χ			
2	Waldrep			Χ			
3	Moore		Х	Х			
4	Martin			Х			
5	Williams	Х		Х			

New Business #2 – Review with Possible Approval of Library Construction Grant Agreement between the State of Florida and Madison County for the Greenville Public Library Construction Project:

Regional Library Director, Betty Lawrence, explained that the Greenville Library has relocated temporarily. Clemons, Rutherford & Associates have presented a verbal estimate for renovation costs to the current library building of approximately \$500,000. These costs would be paid from the construction grant. The County Attorney explained that the current lease agreement with the Town of Greenville would need to be updated. After discussion, a motion was made and seconded to approve the grant agreement and direct the County Attorney to draft an updated lease agreement to present to the Town of Greenville. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
						Present	
1	Kelley			Х			
2	Waldrep			Х			
3	Moore	Х		Х			
4	Martin		Х	Х			
5	Williams			Х			

New Business #1 – Review with Possible Approval of RFP/Bids for Courthouse Second Floor HVAC Replacement:

The County Manager presented the two bids received:

Integrity Electric Heating & Air Inc. - \$97,500.00 Air Mechanical & Service Corp. - \$298,060.00

The County Attorney disclosed that Integrity Electric is owned by an employee of the Sheriff's office. He further explained that this project was under the statutory amount that requires a bid. He saw no reason why the Board could not accept the bid from Integrity Electric. A motion was made and seconded to approve the bid from Integrity Electric Heating & Air Inc. for \$97,500.00. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
						Present	
1	Kelley			Х			
2	Waldrep			Х			
3	Moore	Х		Х			
4	Martin		Х	Х			
5	Williams			Х			

New Business #3 – Discussion Regarding Agriculture Center:

Commissioner Kelley explained that he would like for the Board to consider subleasing the Ag Center to an outside entity for management and maintenance. The County Attorney explained that since the County leases the building from the Florida Department of Agriculture and Consumer Services, there would have to be a discussion with them concerning this issue. After discussion, Commissioner Kelley passed the gavel to Commissioner Waldrep. A motion was made and seconded to begin the process of subleasing the Ag Center building by speaking with FDACS. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
						Present	
1	Kelley	Χ		Χ			
2	Waldrep			Χ			
3	Moore			Х			
4	Martin		Х	Х			
5	Williams			Χ			

Commissioner Comments:

- Commissioner Williams requested the Board schedule a workshop concerning potential updates to the County Recreation Park. The County Manager indicated that she would have the Recreation Director present a list of potential projects.
- The County Manager explained that the A/C units at the Courthouse Annex are
 also in need of replacement. She would like permission to issue an RFP for this
 work. A motion was made and seconded to amend the agenda to discuss this
 project. Upon vote of the Board, the motion carried. The motion was made,
 seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
						Present	
1	Kelley			Х			
2	Waldrep	Χ		Х			
3	Moore			Х			
4	Martin			Х			
5	Williams		Х	Х			

A motion was made and seconded to allow the County Manager to develop and issue an RFP for the replacement of the A/C units at the Courthouse Annex. Upon vote of the Board, the motion carried. The motion was made, seconded and voted on by the Commissioners as follows:

District	Commissioner	Motion	Second	Yea	Nay	Not	Recused
						Present	
1	Kelley			Χ			
2	Waldrep	Χ		Х			
3	Moore			Х			
4	Martin			Χ			
5	Williams		Χ	Х			

The Board set a special meeting to discuss and approve the updated lease agreement with the Town of Greenville concerning the library for April 17, 2024 at 5:30 p.m.

There being no further business, the Chair adjourned the meeting at 9:44 a.m.

	Board of County Commissioners Madison County, Florida
ATTEST:	By: Alston Kelley, Chair
William D. Washington, Clerk to the Board of County Commissioners	

BOARD OF COUNTY COMMISSIONERS MADISON COUNTY, FLORIDA COURTHOUSE ANNEX MINUTES OF THE WORKSHOP MEETING WEDNESDAY, APRIL 10, 2024 10:00 A.M.

The Board of County Commissioners of Madison County Florida met this day in workshop session. Members of the public were allowed to view this meeting, listen to this meeting and were given a reasonable opportunity to present comments to the Board by telephone and through the video/teleconferencing system "Go-To-Meeting".

The Chair called the meeting to order at 10:00 a.m. and conducted roll call. The members of the Board attended the meeting as follows:

<u>District</u>	<u>Office</u>	<u>Name</u>	How Attended	Portion Attended
1	Chair	Alston Kelley	In Person	All
2		Donnie Waldrep	In Person	All
3		Ronnie Moore	In Person	All
4		Alfred Martin	In Person	All
5		Brian Williams	In Person	All

County Constitutional Officers attended the meeting as follows:

<u>Position</u>	<u>Name</u>	How Attended	Portion Attended
Clerk of Court	Billy Washington	In Person	All
Sheriff	David Harper	In Person	

County staff attended the meeting as follows:

<u>Position</u>	<u>Name</u>	How Attended	Portion Attended
County Manager	Sherilyn Pickels	In Person	All
Executive Assistant	Kechia Robinson	In Person	All
County Attorney	George T. Reeves	In Person	All
Code Enforcement Off.	Gloria Randal	In Person	All

<u>Discussion Item #1 – Code Enforcement Policies and Procedures:</u>

Commissioner Waldrep explained that he requested this workshop so the Board could discuss their current policies and procedures to determine if updates or changes were warranted. The County Attorney explained the current process, indicating that the County currently utilizes a Code Enforcement Board. He also explained the other methods of enforcement. These included a hearing officer or magistrate and having

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issues heard in County Court before the County Judge. The County Attorney also explained the potential pros and cons of these different options. Commissioner Martin inquired as to what the surrounding counties were doing as well as other counties of similar size. The Board heard from citizens. These citizens expressed their desire to have the Code Enforcement Officer be in uniform and fall under the purview of the Sheriff. Others thought the Code Enforcement Officer should be proactive and did not like the disclosure of the petitioner's name in a code enforcement violation complaint. After discussion concerning potential options, Commissioner Martin reiterated his request to know what surrounding counties are doing, any revenue generated, and would like for the Board to schedule a future workshop to discuss this issue further.

There being no further business, the Chair adjourned the meeting at 10:55 a.m.

	Board of County Commissioners Madison County, Florida
ATTEST:	By: Alston Kelley, Chair
William D. Washington, Clerk to the Board of County Commissioners	

Vendor	Invoice Date	Invoice	Activity Date	Description	A/P Owed Ck Date	Check Ref	Check Amount
010-General General Revenue Fund							
City of Madison	4/08/2024	00430	4/11/2024	7.0.00.0	44.76 4/16/2024	0022517	44.76
ALDEN BASS	4/08/2024	04082024	4/08/2024	0. 20 2	120.00 4/10/2024	0022406	120.00
Davis, Schnitker, Reeves,	4/12/2024	04122024	4/15/2024	02200221	380.00 4/16/2024	0022520	380.00
Jamie Willoughby	4/04/2024	045312	4/18/2024	0.0	44.39		
Ace Hardware of Madison	4/01/2024	061970/1		CUST 858357	400.00 4/16/2024	0022514	400.00
Ace Hardware of Madison	4/09/2024	062133/1	4/09/2024		17.94 4/10/2024	0022404	17.94
Ace Hardware of Madison	4/09/2024	062148/1		CUST 858357	89.98 4/16/2024	0022514	89.98
Ace Hardware of Madison	4/17/2024	062330/1		CUST 858350	15.00		
Ace Hardware of Madison	4/17/2024	062334/1	4/17/2024		9.59		
Cherry Lake Utilities	4/04/2024	100-1180-00		ACT 100-1180-00	99.06 4/10/2024	0022409	99.06
Madison Co. Memorial Hos.	3/18/2024	1026491	4/15/2024		270.73 4/16/2024	0022521	270.73
Madison Co. Memorial Hos.	3/20/2024	1026606	4/15/2024	00.122.0/10/1001	176.52 4/16/2024	0022521	176.52
ICS Crematory, Corp.	4/15/2024	1390	4/18/2024	020 0 . 2 . 2 . 2	650.00		
Madison Plumbing	3/27/2024	1563		REC APRK	944.48 4/16/2024	0022522	944.48
Studstill Lumber Co., Inc	4/09/2024			ACT 2-109	399.00 4/16/2024	0022526	399.00
Studstill Lumber Co., Inc	4/10/2024	2404-22012	-		96.91		
TK ELEVATOR CORPORATION	4/01/2024	307797410		CUST 110104	992.45 4/10/2024	0022425	992.45
Live Oak Pest Control,Inc	3/15/2024	3410420		ACT 3410420	102.63 4/10/2024	0022419	102.63
Live Oak Pest Control,Inc	3/15/2024	3410420		ACT 3410420	102.63 4/10/2024	0022419	102.63
Live Oak Pest Control,Inc	3/15/2024	3410420		ACT 3410420	102.63 4/10/2024	0022419	102.63
Jimbob Printing, Inc.	4/05/2024	49064	4/09/2024		286.00 4/10/2024	0022418	286.00
Inspired Technologies, In	4/03/2024	518-2024	4/05/2024	KNOWBE4	3,635.28 4/10/2024	0022417	3,635.28
Sonitrol, Inc.	2/25/2024	522023		CUST R1M602934	156.97 4/16/2024	0022525	156.97
Sonitrol, Inc.	3/25/2024	526487		CUST R1M602934	156.97 4/16/2024	0022525	156.97
Duke Energy	4/03/2024	5640	4/08/2024	ACCT 9100 8608 5640	47.56 4/10/2024	0022412	47.56
Duke Energy	4/15/2024	5799	4/18/2024		52.16		
AOK Electric, INC	3/26/2024	6106		SERVICE CALL	125.00 4/16/2024	0022516	125.00
Ace Hardware of Madison	4/04/2024	62044/1	4/15/2024	CUST 858357	42.96 4/16/2024	0022514	42.96
Ace Hardware of Madison	4/08/2024	62110/1		CUST 858350	77.90 4/10/2024	0022404	77.90
Ace Hardware of Madison	4/09/2024	62149/1	4/09/2024	CUST 858350	131.96 4/16/2024	0022514	131.96
Ace Hardware of Madison	4/11/2024	62214/1	4/11/2024	CUST 858350	36.98 4/16/2024	0022514	36.98
Ace Hardware of Madison	4/11/2024	62217/1	4/11/2024	CUST 858350	14.85 4/16/2024	0022514	14.85
Ace Hardware of Madison	4/12/2024	62231/1	4/15/2024	CUST 858350	36.72 4/16/2024	0022514	36.72
Ace Hardware of Madison	4/12/2024	62232/1	4/15/2024	ACT 858350	9.18 4/16/2024	0022514	9.18
Advance Auto Parts	4/11/2024	6343101284	4/11/2024	PLANNING	22.69 4/16/2024	0022515	22.69
Comcast	4/06/2024	8535 10 205	4/16/2024	ACT 8535 10 205 0049122	219.62 4/16/2024	0022518	219.62
CRYSTAL	4/03/2024	909804		ACT MADISON12	78.08 4/16/2024	0022519	78.08
CenturyLink, ***	4/10/2024	929-2296		ACT 311499336	76.75	5522515	
CenturyLink, ***	4/01/2024	973-4138		ACT 311667185	382.43 4/10/2024	0022407	382.43
CenturyLink, ***	4/01/2024	973-6702	4/08/2024		68.25 4/10/2024	0022407	68.25
Verizon Wireless - TX	3/23/2024		4/05/2024	ACT 242002540-00001	743.73 4/10/2024	0022426	743.73

Run: 4/19/2024 at 5:22 AM County of Madison Office Clerk Page: 2

Vendor	Invoice Date		Activity	Description	A/P Owed Ck	Check	Check
Verizon Wireless - TX	3/23/2024		Date 4/05/2024	ACT 242002540-00001	Date 743.73 4/10/2024	Ref	Amount 743.73
Verizon Wireless - TX	3/23/2024			ACT 242002540-00001 ACT 242002540-00001	743.73 4/10/2024	0022426	743.73
Verizon Wireless - TX	3/23/2024			ACT 242002540-00001 ACT 242002540-00001	743.73 4/10/2024	0022426	743.73
Davis, Schnitker, Reeves,	4/12/2024	GTR-7915		GTR-7915	4,896.00 4/16/2024	0022426	4,896.00
MOBILE CARWASH NOW	4/10/2024	INV-01	4/11/2024		150.00 4/16/2024	0022020	150.00
RJ Young Company, Inc.	4/01/2024			ACT 14890121	124.28 4/16/2024	0022523	124.28
CRYSTAL	4/02/2024	P09798		ACT MADISO12	87.81 4/16/2024	0022524 0022519	87.81
013-SWCD SWCD							
Verizon Wireless - TX	3/23/2024	9959871644	4/05/2024	ACT 242002540-00001	50.51 4/10/2024	0022430	50.51
015-State Crt Fac State Crt Fac Surcharge							
TK ELEVATOR CORPORATION	4/01/2024	3007796222		CUST 110104	1,005.61 4/10/2024	0022434	1,005.61
CenturyLink, ***	4/01/2024	973-1257		ACT 311208013	68.25 4/10/2024	0022431	68.25
CenturyLink, ***	4/01/2024	973-2975		ACT 311498860	69.79 4/10/2024	0022431	69.79
CenturyLink, ***	4/01/2024	973-3061	4/08/2024	ACT 312125625	113.77 4/10/2024	0022431	113.77
017-Building Dept City of Madison ***	4/05/2024	0.40.4000.4	410E12024		25.00 4/40/2024		35.00
City of Madison CenturyLink, ***	4/02/2024	04042024		COUNTY INSPECTIONS	35.00 4/10/2024 70.14 4/16/2024	0022437	70.14
•	4/02/2024	973-6727	4/11/2024	ACT 3240494718	70.14 4/10/2024	0022527	70.14
018-\$65 Court \$65 Court Costs Comcast	4/01/2024	0525 40 205	4/00/2024	ACT 8535 10 205 0035865	124.62 4/10/2024		124.62
Three Rivers Legal	4/03/2024			01-01-2024-03/31/2024	1,048.41 4/16/2024	0022441	1,048.41
· ·		WAD2024-01	4/11/2024	01-01-2024-03/31/2024	1,040.41 4/10/2024	0022528	1,040.41
019-Emergency Emergency Management			4/44/0004		454.04.4/40/0004		454.04
CenturyLink	4/01/2024	311165930		ACT 311165930	154.84 4/16/2024	0022530	154.84
Stewart's Auto Serv. Ctr.	3/12/2024	35277		EMERGENCY MGMT	1,087.81 4/16/2024	0022533	1,087.81
SKYBASE COMMUNICATIONS	4/05/2024	36275		EMERGGECY MGMT	198.00 4/16/2024	0022532	198.00
CenturyLink	4/02/2024	472313187		ACT 472313187	462.44 4/16/2024	0022530	462.44
Cardmember Service	4/03/2024	4798 5100		ACT 4798 5100 4536 1569	232.71 4/16/2024	0022529	232.71
Hamrick Pest Control	4/08/2024	57274	4/11/2024		46.00 4/16/2024	0022531	46.00
Tri-County Elect. Coop.	4/05/2024	7314301001	4/08/2024	ACT 73143010018	30.77 4/10/2024	0022444	30.77
Verizon Wireless - TX	3/18/2024	9959485829	4/12/2024	ACT 721489458-00002	223.31 4/16/2024	0022534	223.31
020-Co. Co. Transportation Trust							
KRISTINA FELDMAN	4/04/2024	04042024	4/11/2024	REFEUND	35.00 4/16/2024	0022545	35.00
					4/16/2024	0022545	-35.00
					4/16/2024	0022560	35.00
Ace Hardware of Madison	3/25/2024	061834/1		CUST 858352	499.00 4/16/2024	0022535	499.00
Ace Hardware of Madison	4/01/2024	061969/1		CUST 858352	33.76 4/16/2024	0022535	33.76
BTS Towing & Diesel Rpr	2/06/2024	17364		ROAD DEPT	210.00 4/16/2024	0022539	210.00
Big Bend Transit	4/03/2024	24-190		MARCH '24	1,190.00 4/10/2024	0022448	1,190.00
Big Bend Transit	4/11/2024	24-194		MACRH '24	93.93 4/16/2024	0022537	93.93
Unifirst Uniforms Corp.	4/03/2024			CUST 187562	330.89 4/16/2024	0022546	330.89
Unifirst Uniforms Corp.	4/10/2024	3050046281		CUST 187562	347.15 4/16/2024	0022546	347.15
Inspired Technologies, In	3/31/2024	460-2024	4/10/2024	ROAD	314.83 4/10/2024	0022506	314.83
						Page 12 of 6	0
						-	

Vendor	Invoice Date	Invoice	Activity Date	Description	A/P Owed	I Ck Date	Check Ref	
Hamrick Pest Control	4/08/2024	57275	4/15/2024	ACT 273	28.00	4/16/2024	0022544	28.00
Blue Rok, Inc.	3/25/2024	5801		ROAD DEPT	2,880.68	4/16/2024	0022538	2,880.68
Blue Rok, Inc.	4/01/2024	5821		ROAD DEPT	3,587.81	4/16/2024	0022538	3,587.81
Duke Energy	4/12/2024	5866		ACT 9100 8604 5866	16.27	4/16/2024	0022541	16.27
Duke Energy	4/15/2024	6057		ACT 9100 8604 6057	18.80		0022041	
Ace Hardware of Madison	4/05/2024	62082/1	4/11/2024	CUST 858352	74.99	4/16/2024	0022535	74.99
Duke Energy	4/03/2024	6437		ACT 9100 8604 6437	12.51	4/10/2024	0022453	12.51
Acme Barricades LLC	3/31/2024	661552		ROAD DEPT	6,000.00	4/16/2024	0022536	6,000.00
Gulf Atlantic Culvert Co.	4/09/2024	66799		ROAD DEPT	9,487.80	4/16/2024	0022543	9,487.80
Georgia-Florida Burglar	4/01/2024	695843		CSID 311482	105.00	4/16/2024	0022542	105.00
CenturyLink, ***	4/01/2024	973-2156		AT 311961243	607.32	4/10/2024	0022450	607.32
CenturyLink, ***	4/02/2024	973-3908		ACT 320293233	84.90	4/16/2024	0022540	84.90
Verizon Wireless - TX	3/23/2024	9959871644		ACT 242002540-00001	743.73	4/10/2024	0022426	743.73
FL State Disbursement Unit	4/15/2024	G.Stephens		cs#2001137679		4/15/2024	0022509	174.24
020 Law Enf 9		0.0.0		30,,2001.010.0			0022303	
030-Law Enf. & Law Enf. & Corrections Sheriff of Madison Co.	4/17/2024	1056	4/18/2024	IAMES COODY	5,624.99			
Sheriff of Madison Co.	4/17/2024	1056 1057		JAMES COODY AVERY HOLTON	11,793.19			
Sheriff of Madison Co.	4/17/2024	1058		LEROY BUCHANAN	38,125.56			
		1030	17 10/2021	LENOT BOOHANAN	00,120.00			
034-Radio Radio Communication Prgri Sheriff of Madison Co.	m 4/05/2024	4054	4/08/2024	TOWER RENTAL	1,457.47	4/10/2024		1,457.47
Sheriff of Madison Co.	4/05/2024	1051			1,720.00		0022464	1,720.00
Tri-County Elect. Coop.	4/12/2024	1052		TOWER MAINTENANCE ACT4507001	•	4/16/2024	0022464	259.15
m-County Elect. Coop.	4/12/2024	4057001	4/13/2024	AC14507001	259.15	4/10/2024	0022547	259.15
040-S/A Solid S/A Solid Waste Landfill								
Aucilla Area Solid Waste	3/31/2024	03312024		MARCH '24	38,103.17			
Aucilla Area Solid Waste	3/31/2024	03312024		MARCH '24	38,103.17			
Cherry Lake Utilities	4/04/2024			at 100-0380-00		4/10/2024	0022466	40.00
J & J Strong	3/31/2024	443020		ACT 1545		4/16/2024	0022549	553.00
CenturyLink, ***	4/10/2024	929-2007		ACT 311959283	76.24			
CenturyLink, ***	4/10/2024	929-7517	4/16/2024	AT 311623504	92.24			
CenturyLink, ***	4/10/2024	971-5194		ACT 311914071	67.74			
CenturyLink, ***	4/10/2024	971-5320		ACT 311666210	73.28	4/40/2024		E67.26
CenturyLink, ***	4/01/2024	973-2611		ACT 311917495		4/10/2024	0022465	567.36
CenturyLink, ***	4/01/2024	973-4070		ACT 312210202		4/10/2024	0022465	67.74
CenturyLink, ***	4/01/2024	973-5196		ACT 311375052		4/10/2024	0022465	65.84
CenturyLink, ***	4/01/2024	973-8640		ACT 311834065		4/10/2024	0022465	89.74
CenturyLink, ***	4/01/2024	973-9279		ACT 3118326099		4/10/2024	0022465	65.75
Verizon Wireless - TX	3/23/2024			ACT 242002540-00001		4/10/2024	0022426	743.73
Automobile Acceptance Corp.	4/15/2024	acct#180994		cs# 8000217CCAXMX-J.Fudge	115.38	4/15/2024	0022510	115.38
NE-RO Tire&Brake Serv,Inc	3/26/2024	10038583	4/11/2024		1,993.44	4/16/2024	0022550	1,993.44
Ingram Equipment, Inc.	1/04/2024	P01192	4/11/2024	ACT MADIS001	761.07	4/16/2024	0022548	761.07
042-Tourist Tourist Development Tax								
Clerk of Circuit Court	4/05/2024	FY202-TDC	4/05/2024	ADMIN SERVICES	3,000.00	4/10/2024	0022470	3,000.00
		02 50			-,			
							Page 13 of 6	50

Run: 4/19/2024 at 5:22 AM County of Madison Office Clark Page: 4

Vendor	Invoice Date	Invoice	Activity Date	Description	A/P Owed Ck Date	Check Check Ref Amount
050-Emergency Emergency Medical Service	es					
Ace Hardware of Madison	3/26/2024	061860/1	4/05/2024	CUST 858354	2.79 4/10/2024	0022474 2.79
Ace Hardware of Madison	3/27/2024	061893/1	4/05/2024	CUST 858354	144.30 4/10/2024	0022474 144.30
Sheriff of Madison Co.	3/31/2024	1050	4/05/2024	MARCH '24	7,313.65 4/10/2024	0022486 7,313.65
TRILOGY MEDWASTE	3/31/2024	1547102	4/17/2024	ACT 3344047	128.70	
O'Reilly Auto Stores, Inc	4/15/2024	1726-11111	5 4/17/2024	ACT 674602	34.95	
Wallace Automotive	3/22/2024	19048	4/05/2024	AMBULANCE	22.00 4/10/2024	0022488 22.00
Health & Safety Institute	3/27/2024	2004771	4/17/2024	FIRE/RESCUE	437.27	
QuadMed, Inc.	3/21/2024	252540	4/05/2024	FIRE/RESCUE	22.50 4/10/2024	0022485 22.50
QuadMed, Inc.	3/22/2024	252567	4/05/2024	FIRE/RESCUE	294.00 4/10/2024	0022485 294.00
QuadMed, Inc.	4/10/2024	253688		FIRE/RESCUE	982.40	
DMS,Bureau of Federal	9/18/2023	2X-4502		ACT ENL-3416081277	388.40 4/16/2024	0022552 388.40
DMS,Bureau of Federal	10/17/2023	2X-9603	4/09/2024	ENL-341608277	388.40 4/16/2024	0022552 388.40
DMS,Bureau of Federal	12/15/2023	2Y-9898	4/09/2024	2Y9890001-20231215	391.21 4/16/2024	0022552 391.21
DMS,Bureau of Federal	11/15/2023	2Y47930001	4/09/2024		391.21 4/16/2024	0022552 391.21
DMS,Bureau of Federal	1/17/2024	2Z-4916	4/09/2024		391.21 4/16/2024	0022552 391.21
DMS,Bureau of Federal	2/15/2024	2Z-9963	4/09/2024		391.25 4/16/2024	0022552 391.25
POSS, LLC	3/27/2024	3005688	4/05/2024		271.99 4/10/2024	0022332 271.99
Office Depot	3/21/2024	3587366010			25.56 4/10/2024	0022483 25.56
Jimbob Printing, Inc.	4/05/2024	49106	4/17/2024		84.00	0022463
Ace Hardware of Madison	3/26/2024	61866/1		CUST 858354	64.95 4/16/2024	0022551 64.95
Ace Hardware of Madison	3/28/2024	61915/1		CUST 858354	80.65 4/10/2024	0022001
Ace Hardware of Madison	4/06/2024	62091/1		CUST 858354	66.62	0022474 80.65
Ace Hardware of Madison	4/09/2024	62150/1	4/17/2024		3.80	
Ace Hardware of Madison	4/09/2024	62165/1	4/17/2024		9.59	
Ace Hardware of Madison	4/16/2024	62286/1		CUST 858354	13.77	
Stryker Flex Financial	4/02/2024	629592	4/17/2024		10,730.72	
Madison Auto & Tractor	3/27/2024	727-97313	4/05/2024		75.00 4/10/2024	0022482 75.00
Madison Auto & Tractor	4/15/2024	727-99100	4/17/2024		259.10	0022102
Bound Tree Medical, LLC	4/03/2024	85302871	4/05/2024	ACT WEB009939	273.18 4/10/2024	0022476 273.18
Bound Tree Medical, LLC	4/10/2024	85310653		ACT WEB009939	271.84	00220
Verizon Wireless - TX	4/01/2024	869-9215	4/11/2024		108.21 4/16/2024	0022554 108.21
Stryker Flex Financial	4/01/2024	9205895362	4/09/2024	PAYER 20045016	27,905.84 4/16/2024	0022553 27,905.84
CenturyLink, ***	4/01/2024	973-1494		ACT 311917610	305.85 4/10/2024	0022477 305.85
FL State Disbursement Unit	4/15/2024	F. StFleur	4/15/2024		106.29 4/15/2024	0022511 106.29
FL State Disbursement Unit	4/15/2024	F. StFleur	4/15/2024	cs#1250352941	191.54 4/15/2024	0022517 191.54
FL State Disbursement Unit	4/15/2024	M.Guerrero		cs#1369617470	116.94 4/15/2024	0022512 116.94
Jones Welding Industrial	3/31/2024			CUST 68631	909.36 4/10/2024	0022010
Jones Welding Industrial	3/21/2024	VM 48107		CUST 68631	311.75 4/10/2024	044.75
Jones Welding Industrial	3/07/2024			CUST 68631	374.30 4/10/2024	0022401
Johes Weiding Industrial	5/01/2024	VM 48005	4/03/2024	CUST 08031	374.30 4/10/2024	0022481 374.30
052-E-911 E-911 Services	4/00/000		4/44/2000:		10.00 111.015	10.05
CenturyLink, ***	4/02/2024	973-4722		ACT 320500808	12.26 4/16/2024	0022555 12.26
CenturyLink, ***	4/01/2024	973-9777	4/09/2024	ACT 311250378	3,844.28 4/10/2024	0022489 3,844.28 Page 14 of 60

Vendor	Invoice Date		Activity Date	Description	A/P Owed	Ck Date	Check Re	
Verizon Wireless - TX	3/23/2024			ACT 242002540-00001	743.73	4/10/2024	0022426	743.73
053-Spec. Asses Spec. Asses Fire								
CERTIFIED SERVICE CENTER, INC	4/03/2024	#9-39480	4/05/2024	FIRE/RESCUE	407.50	4/10/2024	0022493	407.50
CERTIFIED SERVICE CENTER, INC	3/25/2024	#9-39752	4/05/2024	FIRE/RESCUE	783.00	4/10/2024	0022493	783.00
BANK OF AMERICA	3/31/2024	6548		ACT6548	16,290.35	4/10/2024	0022491	16,290.35
City of Madison ***	3/07/2024	03072024	4/05/2024	FEB '24	750.00	4/10/2024	0022494	750.00
Clerk of Circuit Court	3/26/2024	03262024	4/05/2024	BACKGROUND CHECKS	111.25	4/10/2024	0022495	111.25
Clerk of Circuit Court	3/26/2024	03262024	4/05/2024	BACKGROUND CHECKS	111.25	4/10/2024	0022495	111.25
City of Madison ***	4/04/2024	04042024	4/09/2024	FIRE CALLS	600.00	4/16/2024	0022556	600.00
Clerk of Circuit Court	4/09/2024	04092024		FIRE/RESCUE	22.25			
Clerk of Circuit Court	4/09/2024	04092024	4/17/2024	FIRE/RESCUE	22.25			
MAURICE COHEN	4/10/2024	119901		WINDOW TINT	670.00			
NAFECO, Inc	11/08/2023	1239666	4/05/2024	MAD148	1,572.00		0022498	1,572.00
Ten-8 Fire Equip.,Inc.	3/28/2024	1310039113	4/05/2024	CUST C00604	695.44	4/10/2024	0022500	695.44
O'Reilly Auto Stores, Inc	3/21/2024	1726-107213	4/05/2024	ACT 674602	87.10	4/10/2024	0022499	87.10
O'Reilly Auto Stores, Inc	3/25/2024	1726-107718	4/05/2024	ACT 674602	544.64	4/10/2024	0022499	544.64
O'Reilly Auto Stores, Inc	3/28/2024	1726-108193	4/05/2024	ACT 674602	51.98	4/10/2024	0022499	51.98
O'Reilly Auto Stores, Inc	4/02/2024	1726-109081	4/09/2024	ACT 674602	33.45	4/16/2024	0022559	33.45
O'Reilly Auto Stores, Inc	4/07/2024	1726-109835	4/09/2024	ACT 674602	22.36	4/16/2024	0022559	22.36
Florida Fire Chief's Asso	4/01/2024	20982	4/09/2024	MEMBERSHIP RENEWAL	125.00	4/16/2024	0022557	125.00
CenturyLink, ***	4/01/2024	253-0070	4/09/2024	at 311425413	67.74	4/10/2024	0022492	67.74
J + J Strong	4/08/2024	51907		ACT 1503	1,401.17			
J & J Strong	3/13/2024	5486	4/12/2024	ACT 4200	49.33	4/16/2024	0022558	49.33
J & J Strong	3/27/2024	5542	4/12/2024	ACT 4200	101.10	4/16/2024	0022558	101.10
VFSI	3/19/2024	68010	4/05/2024	ESO TRAINING	500.00	4/10/2024	0022501	500.00
Town of Lee	4/15/2024	920148	4/18/2024	ACT 920148	42.74			
CenturyLink, ***	4/10/2024	929-2354		ACT 311746631	137.93			
WEX BANK	1/31/2024	94953791	4/09/2024			4/10/2024	0022503	923.23
Wallace Automotive	2/29/2024	9559604	4/09/2024	0496-01-560182-8		4/10/2024 4/10/2024	0022502 0022502	897.95 -897.95
Wallace Automotive	2/29/2024	9559604	4/09/2024	0496-01-560182-8		4/10/2024 4/10/2024	0022502 0022502	897.95 -897.95
WEX BANK	2/29/2024	95596904	4/10/2024	ACT 0496-01-560182-8	897.95	4/10/2024	0022507	897.95
WEX BANK	3/31/2024	96110645		act 0496-01-560182-8	1,104.96	4/10/2024	0022503	1,104.96
CenturyLink, ***	4/10/2024	971-4444		ACT 311541671	176.53			
Verizon Wireless - TX	3/23/2024	9959871644	4/05/2024	ACT 242002540-00001	743.73	4/10/2024	0022426	743.73
MES-Florida	3/26/2024	IN2028581		CUST C60520	102.00	4/10/2024	0022497	102.00
094-SHIP Program SHIP Program								
Suwannee River Economic	4/09/2024	04092024	4/09/2024	QUANISHA SIMS	25,000.00	4/10/2024	0022505	25,000.00
						4/10/2024	0022505	-25,000.00
Suwannee River Economic	4/09/2024	04092024	4/09/2024	QUANISHA SIMS	25,000.00	4/10/2024 4/10/2024	0022505	25,000.00 -25,000.00
Smith Abstract & Title	4/09/2024	04092024	4/10/2024	QUAISHA SIMS	25,000.00			

Run: 4/19/2024 at 5:22 AM	County of Madison Office Clerk	Page: 6
	A/P Distribution By Fund for BOCC from 4/05/2024 to 4/18/2024	

Vendor	Invoice Date	Invoice	Activity	Description		A/P Owed	l Ck	Check Check
Smith Abstract & Title	4/09/2024	04092024	Date 4/10/2024	QUANISHA SIMS		25,000.00	Date 4/11/2024	Ref Amount 0022508 25,000.00
Smith Abstract & Title	4/09/2024	04092024	4/10/2024	QUAISHA SIMS	Report Total	25,000.00		263,793,41

		ament Request			٦.
	FY	2024		~ ^ ` 	ال
Date:	April 24, 2024		_		
То:	Board of County C Madison County, 1				
From:	Sheriff Department/Cons	titutional Office	_		
RE:	_ ,	et Amendment and/or A	djustment	t	
This is to request the follow the FY <u>2024</u> Budget:	ring adjustments an	d/or amendments be ma	ade to		
Department-A/C Number	Sho	ort Description		Debit	Credit
030625231201	Termination P	ayout	\$	32,746.78	
030625232101	Termination P			2,505.13	
030625232201	Termination P		_ _ *	2,873.65	
03000389.9000	Trnsfr from Ge				\$ 38,125.5
010375819304	Transfer to Fin	ie & Forf.		38,125.56	
010003699000	Transfer to Ger	neral Reserve	<u> </u>		\$ 38,125.5
	<u> </u>				
					
	<u> </u>				 .
	-				
Purpose: Per Meeting Minutes dated Ap	il 24: 2024				
***Note: () indicates "Fro					_
Board Action:		Not Annuared			7
Date of Action:	Approved	Not Approved			
Posted by Accounting:					
r oocou by mocounting.					1



April 17, 2024

MADISON COUNTY BOCC

RE: ROBERT BUCHANAN ACCRUED LEAVE PAYOUT

Dear Board:

Please reimburse the Madison County Sheriff's Office \$38,125.56 for Leroy Buchanan's accrued leave payout upon his retirement effective January 31, 2024. We are requesting reimbursement of 240 hours of accrued annual leave and half of his accrued sick leave totaling 653.5 hours. Retirement is not paid on sick leave.

Vacation/sick/holiday 893.5 hours @ \$36.65 per hour	Leave Pay-Out \$32,746.78	Taxes \$2,505.13	Retirement \$2,873.65	Total \$38,125.56
				

Please amend the Sheriff's Detention budget as follows:

020 62 522 4864	0
030-62-523.1201	add \$ 32,746.78
030-62-523.2101	
	add \$ 2,505.13
030-62-523.2201	add \$ 2,873.65
030-389.900	
	add \$ 38,125.56

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

This budget amendment is necessary since the Board of County Commissioners did not fund any (future) resignation/retirement/termination proceeds. Please remit \$38,125.56 from account # 030-62-523.0000 to the Madison County Sheriff's Office.

Thank you for your assistance.

Respectfully

David Harper

Madison County Sheriff

Budget Amendment Request FY 2024 Date: April 24, 2024 To: **Board of County Commissioners** Madison County, FL From: Sheriff Department/Constitutional Office RE: Approval of Budget Amendment and/or Adjustment This is to request the following adjustments and/or amendments be made to the FY 2024 Budget: Department-A/C Number **Short Description** Debit Credit **Termination Payout** 030625231201 8,404.50 Termination Payout - FICA 030625232101 642.94 Termination Payout - RTM 030625232201 2,745.75 03000389.9000 Trnsfr from General 11,793.19 010375819304 Transfer to Fine & Forf. 11,793.19 010003699000 Transfer to General Reserve 11,793.19 Purpose: Per Meeting Minutes dated April 24, 2024 ***Note: () indicates "From" or "Decrease" Board Action: Not Approved_ Approved Date of Action:

Posted by Accounting:



April 17, 2024

MADISON COUNTY BOCC

RE: AVERY HOLTON ACCRUED LEAVE PAYOUT

Dear Board:

Please reimburse the Madison County Sheriff's Office \$11,793.19 for Avery Holton's accrued leave payout upon his resignation effective March 1, 2024. We are requesting reimbursement of 240 hours of accrued annual leave and 150 hours of accrued holiday leave.

Vacation/sick/holiday	Leave Pay-Out	Taxes	Retirement	Total
390 hours @ \$21.55	\$ 8,404.50	\$ 642.94	\$ 2,745.75	\$ 11,793.19
per hour				' ' ' ' '

Please amend the Sheriff's Detention budget as follows:

030-62-523.1201	add \$ 8,404.50
030-62-523.2101	add \$ 642.94
030-62-523.2201	add \$ 2,745.75
030-389.900	add \$ 11,793.19

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

This budget amendment is necessary since the Board of County Commissioners did not fund any (future) resignation/retirement/termination proceeds. Please remit \$11,793.19 from account # 030-62-523.0000 to the Madison County Sheriff's Office.

Thank you for your assistance.

Respectfully

David Harper

Madison County Sheriff

Budget Amendment Request FY 2024 Date: April 24, 2024 To: **Board of County Commissioners** Madison County, FL From: Sheriff Department/Constitutional Office RE: Approval of Budget Amendment and/or Adjustment This is to request the following adjustments and/or amendments be made to the FY 2024 Budget: Department-A/C Number **Short Description** Debit Credit **Termination Payout** 030625231201 \$ 4,640.32 Termination Payout - FICA 030625232101 \$ <u>35</u>4.98 030625232201 Termination Payout - RTM \$ 629.69 03000389.9000 Trnsfr from General 5,624.99 Transfer to Fine & Forf. 010375819304 \$ 5,624.99 Transfer to General Reserve 010003699000 5,624.99 Purpose: Per Meeting Minutes dated April 24, 2024 ***Note: () indicates "From" or "Decrease" Board Action: Approved____ Not Approved_ Date of Action:

Posted by Accounting:



April 17, 2024

MADISON COUNTY BOCC

RE: JAMES COODY ACCRUED LEAVE PAYOUT

Dear Board:

Please reimburse the Madison County Sheriff's Office \$5,624.99 for James Coody's accrued leave payout upon his resignation effective October 29, 2023. We are requesting reimbursement of 240 hours of accrued annual leave and 32 hours of accrued holiday leave.

Vacation/sick/holiday	Leave Pay-Out	Taxes	Retirement	Total
272 hours @ \$17.06	\$ 4,640.32	\$ 354.98	\$ 629.69	\$ 5,624.99
per hour				

Please amend the Sheriff's Detention budget as follows:

030-62-523.1201	add \$	4,640.32
030-62-523.2101	add \$	354.98
030-62-523.2201	add \$	629.69
030-389.900	add \$	5,624.99

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

This budget amendment is necessary since the Board of County Commissioners did not fund any (future) resignation/retirement/termination proceeds. Please remit \$5,624.99 from account # 030-62-523.0000 to the Madison County Sheriff's Office.

Thank you for your assistance.

Respectfully.

David Harper

Madison County Sheriff

Budget Amendment Request

FY 2024

Date:	April 11, 2024
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To: Board of County Commissioners

Madison County, FL

From: Spec. Assess. - Fire

Department/Constitutional Office

RE: Approval of Budget Amendment and/or Adjustment

This is to request the following adjustments and/or amendments be made to the **FY 2024** Budget:

Department-A/C Number	Short Description	Debit Credit
053-72-522.8111	Cherry Lake-Pr. Yr. Reserve	\$ 25,148.75
053-73-522.8113	Greenville - Pr. Yr. Reserve	\$ 10,247.14
053-74-522.8114	Lee - Pr. Yr. Reserve	\$ 48,030.44
053-75-522.8115	Hmbrg/Lovett - Pr. Yr. Reserve	\$ 61,367.14
053-76-522.8116	New Home - Pr. Yr. Reserve	\$ 44,071.93
053-77-522.8117	Pinetta - Pr. Yr. Reserve	\$ 96,083.62
053-78-522.8118	Sirmans - Pr. Yr. Reserve	\$ 55,747.87
053-79-522.8119	Madison - Pr. Yr. Reserve	\$ 9,095.15
053-00-369.0011	Pr Yr Reserves to VFD's	\$ 349,792.04

Purpose:

Allocate Prior Yr Balances

MADISON COUNTY ROAD DEPARTMENT



2060 NE Rocky Ford Road, Madison, FL 32340 Mail: P.O. Box 237, Madison, FL 32341 850-973-2156

Lonnie Thigpen, Road Department Director

April 19, 2024

TO:

Madison County Board of County Commissioners

FROM:

Lonnie Thigpen, Road Department Director

SUBJECT:

Bid Award Recommendation, One New Tractor/Boom Mower Combination

Bids for One (1) New Model Tractor/Boom Mower Combination have been received and reviewed. The three (3) companies that submitted bids were Beard Equipment Company, bidding a John Deere Tractor/Alamo Maverick Boom Mower; Ring Power Corporation bidding a Massey Ferguson Tractor/Diamond Boom Mower; and Tidewater AG & Construction bidding a Case IH Maxxum Tractor/Tiger Boom Mower. All bids were to be submitted as a five (5) year lease with annual payments to be made at the end of each year based on delivery date. All bids were received within the mandatory time frame. Beard Equipment Company is the only vendor that submitted their original bid as a five (5) year lease with 5 annual payments made at the end of each year as intended. Madison County would then own the machine with no further payments. Please see attached Bid Summary Sheet for information on all bids submitted.

At this time, I recommend that Beard Equipment Company be awarded the bid for the lease of One New Tractor/Boom Mower Combination with an annual lease payment of \$43,407.20 for five (5) years.

Please advise.

Attachment

BID SUMMARY SHEET One (1) New Tractor/Boom Mower Combination Five (5) Year Lease With Annual Payments 1:30 p.m. April 15, 2024

			ag∮
COMPANY NAME	CASH PURCHASE PRICE	ANNUAL LEASE PAYMENT	COMMENTS/ADDITIONAL INFORMATION
Tidewater AG & Construction	*160,000.00*	\$37,349.35* (Lease Option not provided with original Bid)	*Option 1
Tidewater AG & Construction	\$186,000.00**	\$43,405.13** (Lease Option not provided with original Bid)	**Option 2
Ring Power Corporation	\$166,840.00	\$32,980.32*** (Original Lease Payment Bid)	***In addition to the 5 annual lease payments, a \$32,500.00 payment will be required at the end of lease period in order to purchase the equipment. (This additional payment was noted in the original Bid)
Ring Power Corporation	\$166,840.00	\$38,838.38 (This lease amount was not provided with original Bid)	
Beard Equipment Company	\$182,500.00	\$43,407.20 (Original Bid, No additional Payments Required)	

ge 25 of 60

Prepared by and return to: **Davis, Schnitker, Reeves** & **Browning, P.A.** 519 West Base Street Madison, Florida 32340 File No.:



FIRST AMENDMENT TO LONG TERM LEASE OF REAL PROPERTY

STATE OF FLORIDA COUNTY OF MADISON

THIS FIRST AMENDMENT TO LONG TERM LEASE OF REAL PROPERTY (this "AMENDMENT") is made and entered into between the TOWN OF GREENVILLE, a Florida municipal corporation, referred to herein as the "TOWN," whose main business office is located at 154 SW Old Mission Avenue, Greenville, Florida 32331, and MADISON COUNTY, a political subdivision of the State of Florida, referred to herein as the "COUNTY," whose main business office is located at 229 S.W. Pinckney Street, Madison, Florida 32340, (both the TOWN and the COUNTY may be referred to collectively as the "parties").

WITNESSETH:

WHEREAS, on November 10, 2014 (for the TOWN) and on November 12, 2014 (for the COUNTY), the parties entered into that certain LONG TERM LEASE OF REAL PROPERTY which was recorded in the public records of Madison County, Florida on December 19, 2014, at O.R. Book 1149, Page 317, (the "LEASE"), in which the TOWN leased to the COUNTY certain real property described in the LEASE and the building located thereon (the "PROPERTY") for the purposes of providing a public library to serve the public in general and the residents of the TOWN in particular; and,

WHEREAS, the parties have not previously amended the LEASE; and,

WHEREAS, neither party is in default under the terms of the LEASE; and,

WHEREAS, due to normal age and wear, the PROPERTY has become unsuitable for use as a public library unless the PROPERTY is renovated; and,

WHEREAS, the COUNTY has received funding to renovate PROPERTY so that it may continue to be used as a public library, but needs to have the term of the LEASE extended to cover the lifetime of the repairs and renovations being made to the PROPERTY; and,

WHEREAS, the parties now desire to amend the LEASE to extend the term of the

LEASE as provided herein; and,

WHEREAS, both the Town Council of the TOWN and the Board of County Commissioners of the COUNTY considered approval of this AMENDMENT at a public meeting as required by law.

NOW THEREFORE, parties, in consideration of the mutual benefits flowing from each to the other and intending to be legally bound, do hereby agree as follows:

- 1. The above recitals are hereby incorporated herein by reference as an integral part hereof.
- 2. The LEASE is hereby amended, altered, and changed as follows:
 - 2.1 "Section 5 Term" of the LEASE shall hereafter read as follows:

The yearly term of this lease coincides with the COUNTY's fiscal year (October 1 through the following September 30). The present term of this lease is hereby extended so that it runs through and ends on September 30, 2049. Unless non-renewed as provided herein, six (6) months prior to the last day of its present term, this lease shall be renewed on the same terms and conditions as set out herein, for an additional and successive one (1) year term, which term shall coincide with the COUNTY's fiscal year, immediately following such renewal. Unless non-renewed as provided herein, this lease shall be likewise renewed each and every year thereafter for additional and successive one (1) year terms. After September 30, 2049, but not before, either party may unilaterally "non-renew" this lease by giving written notice so stating to the other party no later than six (6) months prior to the end of the then current term of this lease.

- 2.2 "Section 7. Early termination of this Lease" of the LEASE shall hereafter read as follows:
 - (a) The COUNTY shall have the right to terminate this lease at any time upon giving 90 days prior written notice to the TOWN.
 - (b) After September 30, 2049, but not before, the TOWN shall have the right to terminate this lease upon giving 90 days prior written notice to the COUNTY, should the COUNTY cease using the property for a public library for more than 12 consecutive months. Provided that should the COUNTY

recommence using the property for a public library prior to or within the 90 day notice period set out in this subsection, the TOWN shall not have the right to terminate this lease and this lease shall remain in full force and effect.

- 3. Except as expressly set out in this AMENDMENT, all of the terms of the LEASE shall remain unchanged.
- 4. The LEASE, as amended by this AMENDMENT, is hereby ratified by the parties.
- 5. Either party may record this AMENDMENT in the public records of Madison County to provide constructive notice to all persons of the rights and duties of the parties hereto.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AMENDMENT on the date first written above.

Signed, sealed and delivered	TOWN COUNCIL OF THE TOWN OF
in the presence of:	GREENVILLE, FLORIDA
	By:
Print Name:	
Address of Witness 1:	Mayor
Print Name:	Attest:
Address of Witness 2:	Clerk
	_
STATE OF FLORIDA COUNTY OF MADISON	
The foregoing instrument was	s acknowledged before me by means of \square physical presence
or □ online notarization, this	day of, 20, by, in his/her capacity as Mayor of the Town of
Greenville, Florida, who is personally	
	(Signature of Notary PublicState of Florida)
	(Print, Type, or Stamp Commissioned Name of Notary Public)

Signed, sealed and delivered in the presence of:	BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA
Print Name: Address of Witness 1:	By: H. Alston Kelley Chair
Print Name: Address of Witness 2:	Attest: Billy Washington Clerk
STATE OF FLORIDA COUNTY OF MADISON	
or □ online notarization, this	acknowledged before me by means of \square physical presence day of, 20, by H. Alston Kelley, of County Commissioners of Madison County, Florida, who sproduced as identification.
	(Signature of Notary PublicState of Florida)
	(Print, Type, or Stamp Commissioned Name of Notary Public)

Inst. Number: 201440040363 Book: 1149 Page: 317 Date: 12/19/2014 Time: 2:33:50 PM Page 1 of 8

Inst;201440040363 Date:12/19/2014 Time:2:33 PM OC, Tim Sanders, Madison County Page 1 of 8 6:1149 P:317

Prepared by and return to: Davis, Schnitker, Reeves & Browning, P.A. 519 West Hase Street Madison, Florida 32340 File No.:

___[Space Above This Line For Recording Data]_____

LONG TERM LEASE OF REAL PROPERTY

STATE OF FLORIDA COUNTY OF MADISON

THIS LEASE is made and entered into between the TOWN OF GREENVILLE, a Florida municipal corporation, referred to herein as the "TOWN," whose main business office is located at 154 SW Old Mission Avenue, Greenville, Florida 32331, and MADISON COUNTY, a political subdivision of the State of Florida, referred to herein as the "COUNTY," whose main business office is located at 229 S.W. Pinckney Street, Madison, Florida 32340, who for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Description of the Property.

The TOWN warrants that it holds unencumbered, fee simple title to that certain parcel of real property and all improvements located thereon in Madison County, Florida more particularly described as follows:

Address:

1325 SW Main Street, Greenville, Florida 32331

Legal Description:

Parcel 1:

Part of the Southeast Quarter of the Southwest Quarter, as recorded in Deed Book "P:, Page 279, public records of Madison County, Florida, conveyed by J. H. Redding, located in Section 21, Township 1 North, Range 7 East, more particularly described as a lot in the Town of Greenville, Florida and bound on the East by Church Street, on the South by First Street, on the North by Grand Street, and on the West by Lot 1 of Block 3, Town of Greenville, Florida.

Parcel 2:

Lots 1, 2, 3, and 4 of Block 3, TOWN OF GREENVILLE,

- Į -

FLORIDA, shown on Plat of Greenville Investment Company's Lands, Madison County, Florida.

Property Appraiser

Parcel ID No.

00-00-00-2175-000-000

Area:

0.333 acres, more or less

(hereinafter the "property")

Section 2. Lease of the Property

The TOWN hereby leases the property to the COUNTY and the COUNTY hereby leases the property from the TOWN under the terms of this lease.

Section 3. Use of the Property.

- (a) The COUNTY shall, at its sole expense, use the property as a public library. For the purpose of this lease, the meaning of the term "public library" shall include a facility in which literary, musical, artistic and/or reference materials are kept for the use of the public. However, the meaning of term "public library" shall not be restricted to such meaning and shall be broadly construed to also include such uses as public meeting rooms, internet access, and such other uses as may now be included, or which may be evolved over the term of this lease to be included, within the generally accepted meaning of the term "public library." The use of the term "public" in "public library" shall not be construed to (1) restrict the ability of the COUNTY to charge fees, or any particular fee, connected with the use of the library, (2) require the COUNTY to have any certain hours or days of operation of the library, or (3) make, or refrain from making, any particular materials available to the public. The COUNTY may also use the property for such other uses in addition to a public library, as do not present an undue conflict with the use of the property as a public library.
- (b) The COUNTY shall, at its sole expense, maintain the property and keep the property in good order, condition, and repair and renovate the property as the COUNTY may determine to be necessary for the COUNTY's use under this lease.
- (c) The COUNTY shall be and is authorized by the TOWN to apply for and receive utility service and all permits, including, without limitation, zoning and land use approvals, building permits, driveway permits and stormwater permits, for the COUNTY's use of the property.

Section 4. Rental

The TOWN shall not charge the COUNTY any rent.

Section 5. Term

The initial term of this lease shall be from the effective date of this lease and running through and ending on September 30, 2019. Unless non-renewed as provided herein, six (6) months prior to the last day of its initial term, this lease shall be renewed on the same terms and conditions as set out herein, for an additional and successive one (1) year term, which term shall coincide with the COUNTY's fiscal year, immediately following such renewal. Unless non-renewed as provided herein, this lease shall be likewise renewed each and every year thereafter for additional and successive one (1) year terms. Either party may unilaterally "non-renew" this lease by giving written notice so stating to the other party no later than six (6) months prior to the end of the then current term of this lease.

Section 6. Property Leased "As Is"

The property is being leased to the COUNTY "as is", "where is" with no warranties of fitness for any particular purpose or any other matter except as may be expressly set out herein.

Section 7. Early termination of this Lease.

- (a) The COUNTY shall have the right to terminate this lease at any time upon giving 90 days prior written notice to the TOWN.
- (b) The TOWN shall have the right to terminate this lease upon giving 90 days prior written notice to the COUNTY, only in the event the COUNTY fails to begin operating a public library on the property prior to June 1, 2015.
- (c) The TOWN shall also have the right to terminate this lease upon giving 90 days prior written notice to the COUNTY, should the COUNTY cease using the property for a public library for more than 12 consecutive months. Provided that should the COUNTY recommence using the property for a public library prior to or within the 90 day notice period set out in this subsection, the TOWN shall not have the right to terminate this lease and this lease shall remain in full force and effect.

Section 8. Notice of Termination or Non-Renewal.

Should this lease be properly terminated or non-renewed as set out herein, the COUNTY shall, upon written request of the TOWN, execute an acknowledgment to that effect in recordable form and deliver such acknowledgment to the TOWN for the purpose of allowing the TOWN to record such acknowledgment in the public records of Madison County to evidence the termination or non-renewal of this lease.

Section 9. Insurance.

- (a) The COUNTY shall, at its sole expense, insure the property against loss or destruction by fire, windstorm, or any other reason to the same extent as it insures properties owned by the COUNTY. Should the COUNTY receive any such insurance proceeds, the COUNTY may, in its sole discretion, use such insurance proceeds to repair the damage such insurance proceeds were received to cover or otherwise improve the property. Provided that any of such insurance proceeds which have not been so expended within 12 months after receipt shall be paid over to the TOWN.
- (b) The COUNTY shall maintain liability insurance on the property and shall have the TOWN listed as an additional insured on such policies.

Section 10. Surrender of Premises

The COUNTY shall, at the termination of this lease, vacate the property and leave the property in such a condition that the value of the property, plus any insurance proceeds payments paid over to the TOWN as set out in Section 9 of this lease, is equal to or greater than the value of the property on the effective date of this lease, normal wear and tear excepted.

Section 11. Taxes.

As both the TOWN and the COUNTY are public entities it is not anticipated that any taxes or assessments will be due for the property or this lease. But to the extent any taxes or assessments may become due for the property or the lease, such taxes and assessments shall be paid by the COUNTY.

Section 12. Utilities

The COUNTY shall arrange and pay for all utility services it may require for its use of the property. Further, upon termination, the COUNTY shall payoff all outstanding charges for utility services incurred during the term of the lease.

Section 13. Transfer or Pledge of Leasehold Interest

The COUNTY shall not assign this lease or any interest in it, or sublet all or any portion of the property, or license the use of all or any portion of the property, or encumber or hypothecate this lease, without first obtaining the written consent of the TOWN.

Section 14. Effect of Waiver of Breach of Covenants

No waiver of any breach or breaches of any provision, covenant, or condition of this lease shall be construed to be a waiver of any preceding or succeeding breach of that provision, covenant, or condition or of any other provision, covenant, or condition.

Section 15. Amendments to Be in Writing

This lease may be modified or amended only by a writing duly authorized and executed by both the TOWN and the COUNTY. It may not be amended or modified by oral agreements or understandings between the parties unless they are reduced to writing duly authorized and executed by both the TOWN and the COUNTY.

Section 16. Parties Bound

Every provision of this lease shall bind and shall inure to the benefit of the parties to this lease and their legal representatives. The term "legal representatives" is used in this lease in its broadest possible meaning and includes, in addition to executors and administrators, every person, partnership, corporation, or association succeeding to the interest or to any part of the interest in or to this lease or in or to the leased premises, of either the TOWN or the COUNTY, whether the succession results from the act of a party in interest, occurs by operation of law, or is the effect of the operation of law together with the act of one of the parties. Every covenant, agreement, and condition of this lease to be performed by the COUNTY shall be binding on all assignees, sub-lessee's, concessionaires, and/or licensees of the COUNTY.

Section 17. Notices

All notices or demands of any kind which either party may be required or may desire to serve on the other party under the terms of this lease shall only be served and constitute notice as contemplated under this lease if provided to the other party in the same manner and in the same fashion as required for service of process under Chapter 48, Florida Statutes or any successor laws.

Section 18. Recording of this Lease.

Either party may record this lease in the public records of Madison County to provide constructive notice to all persons of the rights and duties of the parties hereto.

Section 19. Miscellaneous

- (a) Notwithstanding anything else herein to the contrary, nothing in this lease shall be deemed to waive or affect the parties protections under the doctrine of sovereign immunity and/or Section 768.28, Florida Statutes.
- (b) This lease is solely for the benefit of the parties hereto and shall not be construed to create any third party beneficiary rights in the public in general or in any person, party or governmental entity other than the TOWN and the COUNTY.
 - (c) During the term of this lease and any renewals thereof, the TOWN shall maintain

fee simple ownership of the property and shall not (1) convey the property or any portion thereof or interest therein to any third party, (2) allow the property or any portion thereof or interest therein to be transferred to any third party, nor, (3) permit any lien to attach to the property, without the prior written consent of the COUNTY. Such consent by the COUNTY shall not be unreasonably withheld.

- (d) Time is of the essence of every provision, covenant, and condition contained in this lease and on the part of the COUNTY or the TOWN to be done and performed.
- (e) The headings used in this lease are for convenience and shall not be resorted to for purposes of interpretation or construction of this lease.
- (f) The plural shall be substituted for the singular number or vice-versa in any place or places in which the context may require such substitution or substitutions.
- (g) Prior to entering into or executing this lease, both the Town Council of the TOWN and the Board of County Commissioners of the COUNTY considered approval of this lease at a public meeting, at which a copy of this lease in its final form was available for inspection and review by the public, after due notice as required by law.

IN WITNESS WHEREOF, the Town of Greenville, through its Town Council and Madison County, through its Board of County Commissioners, have entered into this lease and have caused it to be executed by their duly authorized officers for and in behalf of the parties.

(The remainder of this page was intentionally left blank.)

Inst. Number: 201440040363 Book: 1149 Page: 323 Date: 12/19/2014 Time: 2:33:50 PM Page 7 of 8

TOWN COUNCIL OF THE TOWN OF GREENVILLE, FLORIDA

Ex: Kurchenh J Arnok

Mayor

ATTEST: Ninhely plan

Signed, sealed and delivered in the presence of:

D. Chalston Thomas

Witness

Witness

STATE OF FLORIDA COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 10 day of 12014, by 150 to 160 foregoing, in his/her capacity as Mayor of the Town of Greenville, Florida, who is personally known to me or who has produced ______ as identification.

-7-

Notary Public commission #

My Commission Expires:



0180

BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA

BY: Konnie Moore

Chair

Tim S Clerk

Signed, sealed and delivered in the presence of:

Donablair

Witness

Phylip n Lawson

Witness

STATE OF FLORIDA COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 12th day of Nov, 2014, by Ronnie Moore, in his capacity as Chair (or Vice Chair) of the Board of County Commissioners of Madison County, Florida, who is personally known to me or who has produced as identification.

Phylis n. Lawson

Notary Public commission #

My Commission Expires:



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Suwannee River Regional Library

1848 Ohio/M.L. King, Jr. Avenue South Live Oak, Florida 32064 (386) 362-2317 • FAX (386) 364-6071

> BETTY LAWRENCE DIRECTOR OF LIBRARIES

DATE:

March 26, 2024

TO:

Madison County Board of County Commissioners

FROM:

Betty Lawrence, Director of Libraries, Suwannee River Regional Library

RE:

Public Library Construction Grant Agreement between The State of Florida,

Department of State and Madison County Board of County Commissioners for

and on behalf of Suwannee River Regional Library System

Dear Commissioners,

This is to present, for board approval and signing, the Public Library Construction Grant Agreement between the State of Florida and the Madison County Board of County Commissioners for the construction of the Greenville Public Library renovation project.

Thank you.

PUBLIC LIBRARY CONSTRUCTION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND

Madison County Board of County Commissioners for and on behalf of Suwannee River Regional Library System

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Madison County Board of County Commissioners for and on behalf of Suwannee River Regional Library System hereinafter referred to as the "Grantee."

The Grantee has submitted a grant application and has met all eligibility requirements and has been awarded a Library Construction Grant (CSFA 45.020) by the Division: grant number **24-PLC-05** for the project "Greenville Public Library" in the amount of \$500,000. Funds for this grant have been appropriated in the Fiscal Year 2023-2024 General Appropriations Act on line 3254A. The Division has the authority to administer this grant in accordance with Section 257.191, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Grant Purpose. This grant shall be used exclusively for the "Greenville Public Library" the public purpose for which these funds were appropriated.
 - a) The Grantee shall perform the following Scope of Work:

The new Greenville library will be able to house more resources, additions to print collections, provide public computer access, and additional online access and meeting rooms for adult and youth programs. There will be space for local and national exhibits. This library will be able to collaborate with other nearby libraries to provide quality programs for the region. The library will be a site for distance learning for students of all ages. At this time very little of these opportunities exist in Greenville. Every facet of existing services will be enhanced.

All tasks associated with the project, as outlined in the Project Description (see Attachment A), will be performed by June 1, 2025. All project work will be completed under the supervision of a licensed architect or licensed contractor.

b) The Grantee agrees to provide the following Deliverables and Performance Measures related to the Scope of Work for payments to be awarded.

#	Payment Deliverable Description		Documentation	Payment Amount	
1	Fixed Price	The Grantee will have completed at least 30 percent (30%) of the project prior to payment.	Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 30 percent (30%) of the project completed.	\$150,000	
2	Fixed Price	The Grantee will have completed at least 60 percent (60%) of the project prior to payment.	The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 60 percent (60%) of the project completed.	\$150,000	
3	Fixed Price	The Grantee will have completed at least 100 percent (100%) of the project prior to payment.	Completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (see Appendix 1), showing 100 percent (100%) of the project completed, including all retainage amounts paid.	\$150,000	
4	Fixed Price	The Grantee will have completed all project and agreement obligations prior to payment.	Submission and acceptance of a Library Construction Closeout Report (see Section 9) that certifies that all project funds have been expended and the project has been closed out.	\$50,000	
То	tals			\$500,000	

- a) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and titled Attachment B). All expenditures for this agreement shall be in accordance with this budget (Attachment B).
- b) Change Orders. Should grant expenditures exceed the budgeted category amount by more than 20%, the Grantee shall be required to submit a Change Request for the Project Budget with an explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for

review and approval. The proposed revision should be submitted using a Change Request on the DOS Grants System at <u>dosgrants.com</u>.

- 2. Length of Agreement. This agreement shall begin on 07/01/23 and shall end 06/01/25 unless terminated in accordance with the provisions of Section 33 of this agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this agreement.
- 3. Contract Administration. The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor Florida Department of State R.A. Gray Building Mail Station #9D 500 South Bronough Street Tallahassee, Florida 32399-0250

Phone: 850.245.6620 Facsimile: 850.245.6643

Email: thomas.pena@dos.myflorida.com

For the Grantee:

Betty Lawrence, Library Cooperative Director Madison Public Library 1848 Ohio Avenue South / ML King Avenue Live Oak Florida 32064

Phone: 386.362.2317

Email: blawrence@neflin.org

- 4. Grant Payments. Payment requests and supporting documentation must be submitted on the DOS Grants System at dos.grants.com. The total grant award shall not exceed \$500,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
 - b) The second payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
 - c) The third payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.

- d) The fourth payment will be 10 percent (10%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
- 5. Electronic Payments. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form, visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.
- 6. Florida Substitute Form W-9. A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.
- 7. Amendment to Contract. Either party may request modification of the provisions of this Agreement by submitting a Change Request form with the Division on the DOS Grants System at dosgrants.com. Changes that are agreed upon shall be valid only when in writing, signed by each of the parties and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, the grant award is subject to partial or complete refund to the State of Florida and this agreement is subject to termination.
- 8. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, Florida Statutes:
 - a) First payment will be withheld if Deliverables are not satisfactorily completed.
 - b) Second payment will be withheld if Deliverables are not satisfactorily completed.
 - c) Third payment will be withheld if Deliverables are not satisfactorily completed.
 - d) Fourth payment will be withheld if Deliverables are not satisfactorily completed.
- 9. Grant Reporting Requirements. The Grantee must submit a progress report every six (6) months until the project is completed. At the completion of the project, the Grantee must submit a Final Report. The Progress Reports and the Final Report must be submitted on the DOS Grants System at dosgrants.com.

- 10. Matching Funds. Matching funds must equal the grant amount, dollar for dollar. Upon request, the Division will waive the financial matching requirements on grants for Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, Florida Statutes.
- 11. Grant Completion Deadline. The grant completion deadline is 06/01/25. The grant completion deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the estimated project budget. If the Grantee finds it necessary to request an extension of the grant completion deadline, the extension may not exceed 120 days unless the Grantee can demonstrate extenuating circumstances as described in Section 12 of this agreement.
- 12. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee and prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services, which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
- 13. Credit Line(s) to Acknowledge Grant Funding. Each construction project shall display a project identification sign in a prominent location at the project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and contain the following acknowledgment of grant assistance:
 - a) "This project is sponsored in part by the Department of State, Division of Library and Information Services and the State of Florida."
 - b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project identification signs are not allowable project costs.
- 14. Project Expenditures. The Grantee agrees to expend all project (grant and matching) funds received under this agreement solely for the purposes for which they were authorized and appropriated. Grant and matching expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, incorporated by reference (as of October 2022), which are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf. In addition, the following are not allowed as grant or matching expenditures:
 - a) In-kind services.
 - b) Routine maintenance costs of project signs.

- 15. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, Florida Statutes, the Grantee shall refund to the State of Florida any balance of unobligated funds that have been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of state funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf, incorporated by reference.
- 16. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 17. Operation and Use of Facility. A facility that will be constructed, remodeled or expanded using state grant funds must be maintained as a public library and provide free library service for a period of 20 years. Failure to maintain the facility exclusively as a public library or to provide free library service for the 20-year period will result in repayment of all or a portion of the grant funds. The 20-year period begins on the date of project closeout. If the facility is not maintained as a public library or free library service has not been provided for the 20-year period and release from the unconditional use requirement has not been requested and approved, the repayment schedule is as follows:
 - a) For each year that the facility is maintained as a public library, reduce the amount to be repaid by 5%, i.e., 1 year 95% of the grant funds, 5 years 75% of the grant funds, 10 years 50% of the grant funds, etc.
 - b) If the facility is not maintained as a public library for an entire year, the amount to be repaid will be prorated based on the number of months the facility was not maintained as a public library, rounded to the next whole month.

Release from the unconditional use requirement may be requested and will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. The request shall be submitted in writing to the Director of the Division of Library and Information Services.

18. Historic Preservation Review. If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Sections 267.061(2)(a) and (b), Florida Statutes, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation (Bureau), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 4 of this Agreement.

- 19. Single Audit Act. Each grantee, other than a grantee that is a state agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment C for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, Florida Statutes, within nine months of the close of its fiscal year.
- 20. Retention of Accounting Records. Financial records, supporting documents, statistical records and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained until five (5) fiscal years after the litigation, audit or claim has been resolved.
- 21. Obligation to Provide State Access to Grant Records. The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 22. Obligation to Provide Public Access to Grant Records. The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, Florida Statutes, known as the Florida Public Records Act. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Noncompliance. Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies or other applicable law, or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division shall be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
- 24. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 25. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 26. Lobbying. The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 29. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
 - a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, Florida Statutes, it shall only be obligated in accordance with this Section
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign

- immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Subgrantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Subgrantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Subgrantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 23, Noncompliance.
- 31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 33. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section
- 34. Preservation of Remedies. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 35. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the

Division, whose shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, Florida Statutes, or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

- 36. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, Florida Statutes.
 - a) Procurement of Goods and Services Not Exceeding \$35,000. The Subgrantee must use the applicable procurement method described below:
 - Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Subgrantee's discretion.
 - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 37. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 38. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 39. Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the *Immigration and Nationality Act* (8 *USC* 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

- 41. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, Florida Statutes, and the Americans with Disabilities Act of 1990 (ada.gov (as of April 2019)), incorporated by reference.
- **42.** Governing Law. This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 43. Entire Agreement. The entire Agreement of the parties consists of the following documents:
 - 1. This Agreement;
 - 2. Project Description (Attachment A);
 - 3. Estimated Project Budget (Attachment B); and
 - 4. Florida Single Audit Act Requirements (Attachment C).
 - 5. Schedule of Contract Values (Appendix 1)

In acknowledgment of Grant Number 24-PLC-05, provided for from funds appropriated in the FY 2023- 2024 General Appropriation Act in the amount of \$500,000, the Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Subgrantee:	Department of State			
Aut Chair anstru ntee	By:			
Aut Book Chair repetentation ntee	Amy Johnson, Director Division of Library and Information Services Department of State, State of Florida			
Typed name and title	Typed name and title			
Date Clerk of Court Court V or representative	Date			
W. or representar	Witness			
Date	Date			

Project Number: 24-PLC-05 Greenville Public Library

ATTACHMENT A Project Description

(The project description below was extracted from the original application submitted in May 2022.)

The new Greenville Library will be able to house more resources, additions to print collections, provide public computer access, and additional online access and meeting rooms for adult and youth programs. There will be space for local and national exhibits. This library will be able to collaborate with other nearby libraries to provide quality programs for the region. The library will be a site for distance learning for students of all ages. At this time very little of these opportunities exist in Greenville. Every facet of existing services will be enhanced.

Project Number: 24-PLC-05 Greenville Public Library

ATTACHMENT B Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Architect's Fees	\$55,000		
Acquisition Cost of Building	\$32,982		
Remodeling of Existing Building	\$300,000		
Initial Equipment	\$50,000		
Tech Infrastructure	\$62,018		
Totals	\$500,000	\$0	\$0

ATTACHMENT C FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR §200.501, Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70 as revised.

- i. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* \$200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 *CFR* \$200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* \$200.514, as revised, will meet the requirement of this part.
- ii. In connection with the audit requirements addressed in Part I, paragraph i, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.
- iii. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR \$200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR \$200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than \$750,000. A

non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 *CFR* §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes:

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer) http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) http://www.leg.state.fl.us/

Part III: Report Submission

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

A. The Department of State at each of the following addresses:

Office of Inspector General Florida Department of State R.A. Gray Building, Room 114A 500 South Bronough Street Tallahassee, Florida 32399-0250

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.
- Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General Florida Department of State R.A. Gray Building, Room 114A 500 South Bronough Street Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450 3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT-1

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

Not applicable.

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

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Public Library Construction Program; CSFA Number 45.020.

Award Amount:\$500,000.

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

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Schedule of Contract Values

(This form must be completed by the Contractor for the Project.)

PROJECT NAME:

APPLICATION NO: APPLICATION DATE:

PROJECT #:

PERIOD TO:

CONTRACTOR:

PERCENT COMPLETE TO DATE:

A	В	C	D	E	F	G	H	I	I
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE			MATERIALS TOTAL PRESENTLY COMPLETE STORED AND STORE (NOT IN D OR E)		%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
NO.	(Fill in & break down contract values)		FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TO DATE (D+E+F)	(G ÷ C)		
	(Add any change order(s) descriptions)								
(1) (p)									
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.0

Contract Manager: Minimum performance requirements successfully completed and approved by:

Date: _ / /



Madison County Fire and Rescue 1314 W Base St Madison, Fl 32340

Phone: 850-973-3494 www.madisoncountyfl.com

MEMO for Treatment-No-Transports

Date: 04/17/2024

Re: Treatment-No-Transports

Dear BOCC,

After performing extensive research and having several discussions with our billing company, I am recommending that Madison County Fire Rescue implements a treatment no transport fee. Around 20% of the calls MCFR handles are Treatment-No-Transports and currently MCFR doesn't charge for these calls. Other counties in the region are charging between \$100-\$300 dollars for these calls. I am recommending that the board approve a \$125 charge for treatment-no-transport calls.

Thanks,

Allen Clayton Fire Chief Madison County Fire Rescue Phone: 850-464-7586

Email: Fireco@madisoncountyfl.com

Company

Comp