

PURCHASING POLICY EXCEPTION FORM

DATE: 01/03/2023

FROM: DEPARTMENT: HCFR

VENDOR: Tampa Bay Regional Planning Council: Invoice No. 138213

DEPT DIRECTOR/
MGR SIGNATURE: 

DATE: 1/4/23

Amount of Invoice: \$25,000.00

Invoice Date: 12/30/2022

The attached request for disbursement does not appear to be in compliance with Hernando County Purchasing Policy and Procedures, for the following reason:

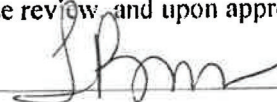
0011-02401-5303401

A Professional Services Agreement was finalized however a purchase order was not requested simply due to oversight.

Please forward all documentation with this form, attached with a letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER

Please review, and upon approval, forward to County Administration.



Date: 1/4/2023

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, forward to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): 

DATE: 1-5-23

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/

ASST. FINANCE DIRECTOR

Frances Pioszak

Date

APPROVED

By Frances Pioszak at 1:45 pm, Feb 24, 2023

INVOICE

PAYEE: Tampa Bay Regional Planning Council
FEIN: 59-1027141

INVOICE NO.: 138213
INVOICE DATE: 12/30/2022

Contract No.: 22-PSG138

TO:

James F. "Jim" Coleman, CEM
Division Director of Emergency Management
Hernando County Fire & Emergency Services
18900 Cortez Boulevard
Brooksville, Florida 34601
(352) 754-4083; ext 65840
JColeman@HernandoCounty.US

FROM:

Tampa Bay Regional Planning Council
Accounting
4000 Gateway Centre Blvd., Ste. 100
Pinellas Park, FL 33782

DESCRIPTION	AMOUNT
Deliverable 1 Task 1 Completed: A draft summary of any documentation needs based on the credits in the 2017 CRS Coordinators Manual (and 2021 Addendum) along with the documentation submitted by the county in the previous cycle.	
Deliverable 2 Task 2 - 5 Completed: Final summary report for documentation needed prior to visit. Documentation submitted to ISO prior to cycle visit. Attendance at Nov 18 th Cycle Visit. Recommendations for addressing any additional requirements identified during the verification cycle visit. Draft response to ISO 30-day letter.	
TOTAL	\$ 25,000.00



DEPARTMENT OF PUBLIC SAFETY
HERNANDO COUNTY FIRE RESCUE

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE FLORIDA 34604
P 352.540.4353 ♦ F 352.540.4355 ♦ W www.HernandoCounty.us

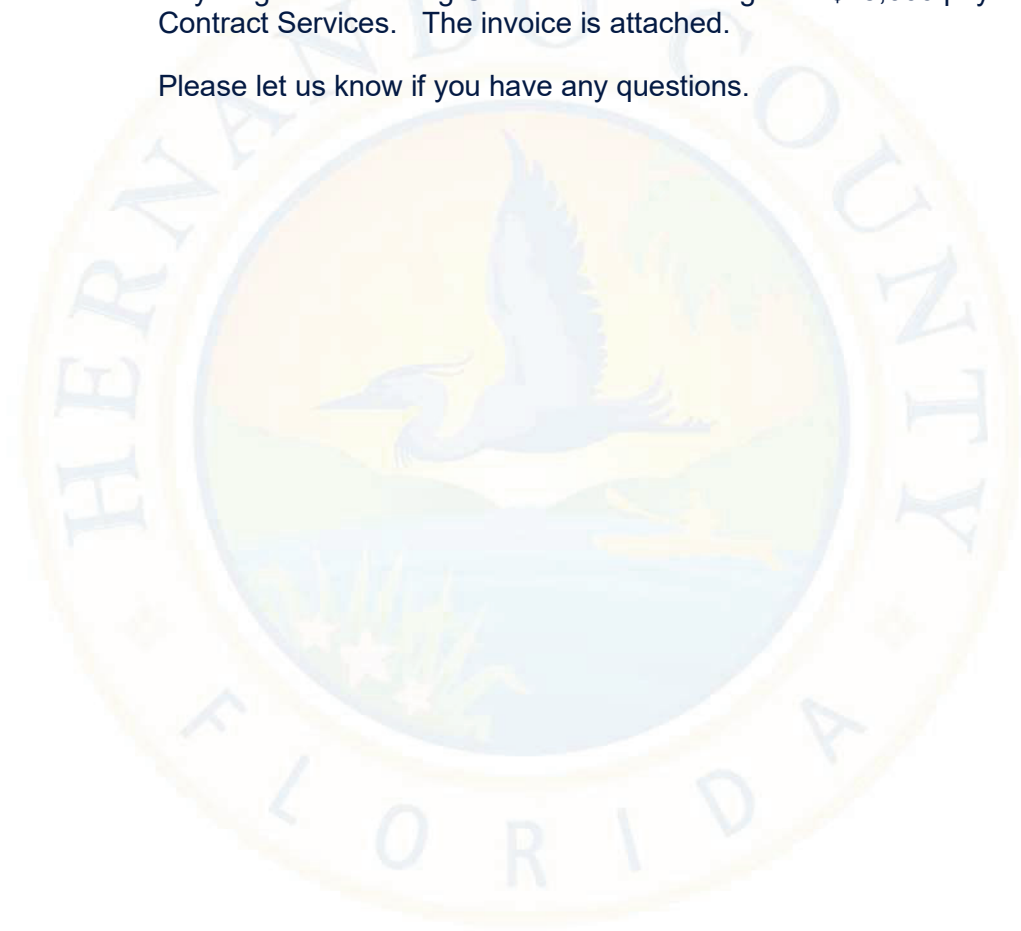


To: Toni Brady, Purchasing and OMB Director
From: Kelly Trout, Finance Manager, HCFR
Via: Paul Hasenmeier, Fire Chief/Director of Public Safety
Ref: Policy Exception
Date: January 4, 2023

In August 2022, a Professional Services Agreement (PSA) was entered into with Tampa Bay Regional Planning Council to furnish certain services in connection with The Community Rating Systems Cycle Visit for Hernando County Emergency Services. A purchase order was not requested once the PSA was finalized therefore creating a purchasing policy exception.

The work is now complete, and the department is requesting payment to be made to Tampa Bay Regional Planning Council. Please charge the \$25,000 payment to 0011-02401-5303401, Contract Services. The invoice is attached.

Please let us know if you have any questions.



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
Requisition No. _____
Contract No. 22-PSG138**

THIS AGREEMENT made and entered into this 18th day of August, 2022, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Tampa Bay Regional Planning Council, 4000 Gateway Centre Boulevard, Pinellas Park, FL 33782 duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

W I T N E S S E T H:

SECTION 1. The COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

The Community Rating Systems Cycle Visit for Hernando County Emergency Services

SECTION 2. The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written AGREEMENT covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to COUNTY Administrator shall mean the Hernando County Administrator or his designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this AGREEMENT, upon written notice from the Hernando County Administrator, and shall be completed by December 31, 2022.

SECTION 4. The PROFESSIONAL agrees to provide Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the PROFESSIONAL and of the details thereof. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, as if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension" an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reason(s) for the delay and the amount of time related to each reason. The COUNTY shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event contract time expires and the PROFESSIONAL has not requested, or if the COUNTY has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further

payment for the project will be made until a time extension is granted or all work has been completed and accepted by the COUNTY.

SECTION 6. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the COUNTY. It is agreed that only Specialists, Sub-Professionals and/or other Professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL. It is also agreed that the COUNTY will not, except for services so designated herein, or as may be approved by the COUNTY, if applicable, permit or authorize the PROFESSIONAL to perform less than the total contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the PROFESSIONAL will bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

- a) After the COUNTY'S acceptance of final plans and documents, a reproducible form of the PROFESSIONAL'S drawings, tracings, plans and maps will be provided to the COUNTY. Upon completion of construction by the Contractor, the PROFESSIONAL shall furnish acceptable field verified "record drawings" of full size prints and one (1) AutoCAD and PDF (signed and sealed) CD. The PROFESSIONAL shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the PROFESSIONAL. With the tracings and the record sets of prints, the PROFESSIONAL shall submit three (3) final sets of operation and maintenance manuals.
- b) The PROFESSIONAL shall not be liable for use by the COUNTY of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the COUNTY at any time during the period of this Agreement. The COUNTY will have the right to visit the site for inspection of the work and the drawings of the PROFESSIONAL at any time. Unless changed by written agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the COUNTY at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request at direct printing cost.

Records of cost incurred includes the PROFESSIONAL project accounting records, together with supporting documents and records of the PROFESSIONAL and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the PROFESSIONAL and Specialists, Sub-Professionals and/or other Professionals considered necessary by the COUNTY for a proper audit of project costs.

Whenever travel costs are included, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the COUNTY.

SECTION 9. The PROFESSIONAL shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit "B", attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

SECTION 11. The PROFESSIONAL is employed to render a professional service only and that payments made to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the PROFESSIONAL may be requested to act as agent of COUNTY. The PROFESSIONAL'S review or supervision of work prepared or performed by other individuals or firms employed by the COUNTY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

- a) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:
 - 1) immediately terminating the Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;
 - 2) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.
- b) If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time the Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the PROFESSIONAL shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports, studies and AutoCAD copies of plans/drawings completed to date.

SECTION 13. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The PROFESSIONAL shall procure and maintain professional liability insurance for protection

from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. per claim and in the aggregate. Proof of insurance shall be provided to the COUNTY upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL will also cause Professional Specialists and/or Sub-Professionals retained by PROFESSIONAL for the project to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD insurance form; Hernando County is named as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 18. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this contract, which standards is hereby incorporated and made a part of this contract as though set forth in full. The PROFESSIONAL agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The COUNTY reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the PROFESSIONAL'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the COUNTY in conformity with the provisions of Paragraph (8) hereof. The PROFESSIONAL shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall

be immediately lifted by the County Administrator.

SECTION 20. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and other persons employed or utilized by PROFESSIONAL in the performance of the contract. Nothing herein waives, amends or modifies the sovereign immunity limits of Florida Statute 768.28 as they apply to PROFESSIONAL.

SECTION 21. All notices required to be served on the PROFESSIONAL shall be served by Registered or Certified mail, Return Receipt Requested, to PROFESSIONAL'S address and all notices required to be served upon the COUNTY shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's records by a representative of the County, as such records relate to equipment, goods or services and expenditures therefor, with respect to any express or implied agreement between Hernando County and said vendor. Such records include, but are not limited to all books, records, and memoranda of every description, pertaining to work under contract.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

SECTION 23. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY- Contractor must have legally Authorized Workforce.

CONTRACTOR/CONSULTANT is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, CONTRACTOR/CONSULTANT represents and warrants (a) that the CONTRACTOR/CONSULTANT is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the CONTRACTOR/CONSULTANT employees are legally eligible to work in the United States, and (c) that the CONTRACTOR/CONSULTANT has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of CONTRACTOR/CONSULTANT's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the CONTRACTOR/CONSULTANT unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the CONTRACTOR/CONSULTANT's use of unauthorized workers must be reported to both of the following agencies:

- (i) The COUNTY'S Purchasing Contracts Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the CONTRACTOR/CONSULTANT's employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR/CONSULTANT cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the CONTRACTOR/CONSULTANT from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action

deemed necessary and appropriate.

CONTRACTOR/CONSULTANT is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26.

Attachments:

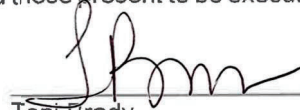
Exhibit "A" and "B" Scope of Services and Fee Schedule

Exhibit "C" Supplementary Conditions for Federal/State Requirements

Exhibit "D" Hernando County Employment Disclosure Certification Statement
Exhibit "E" Convicted or Discriminatory Vendor List Statement
Exhibit "F" Hernando County E-Verify Certification

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


Signature


Toni Brady
Chief Procurement Officer

Tampa Bay Regional Planning Council
Firm Name

Exhibit "A" and "B"

2022 CRS VERIFICATION CYCLE VISIT

Scope of Services – Community Rating System (CRS) 2022 Verification Cycle Visit

Task 1: Draft Report: The draft report will be submitted to the County for approval. The TBRPC will provide a summary to the County of any documentation needs based on the credits in the 2017 CRS Coordinators Manual (and 2021 Addendum) along with the documentation submitted by the county in the previous cycle. Needed documents will include any new documentation requirements based on the 2021 Addendum as well as any documents that need to be updated from the prior recertification.

Deliverable: Draft Report

Role of County: The County will review and accept the Draft Report within 10 business days of receipt.

Task 2: Coordination of Documentation Updates. Within 5 days of acceptance of the documents in Task 1, TBRPC will directly contact staff members to request updated documentation as needed.

Role of County: County staff will provide the requested documentation to TBRPC within 10 business days of the request.

Task 3: Prepare for Verification Visit: Within 30 days of receiving all documentation requested in Task 2, TBRPC will provide the CRS coordinator with the final summary. This summary will include:

1. A review of all the credits in the 2017 CRS Coordinators Manual along with the documentation submitted by the County.
2. For each of these credits:
 - a. Whether the documentation submitted would be appropriate for the CRS credit the County wishes to pursue and guidance for any additional documentation required for the verification visit.
 - b. Whether the County is currently doing something that would receive new credit or increase credit points and the potential need for additional documentation.
 - c. A draft score for each Activity along with a total draft score. *This score is verified by ISO and FEMA and will be subject to change during the final review by both entities.*
3. A list of other preparations needed for the verification visit.

Role of the County: Review and critique the draft report and provide staff support to provide additional documentation as appropriate.

Deliverable: Final summary report with a draft score.

Task 4: Verification Visit: The TBRPC will attend the ISO scheduled office site visit and assist in the overview of the County's participation in the CRS program.

Task 5: Follow-up Documentation: The CRS Coordinator will provide the comments from the ISO/CRS Specialist to the TBRPC to assist the county in providing additional documentation.

Role of County: Review and critique of final documentation to be submitted for any necessary follow-up after the visit.

Deliverable: Memorandum describing the recommendation for addressing any additional requirements identified during the verification cycle visit.

Performance Period: The performance period for Tasks 1 through 5 is effective the date of the Professional Services Agreement through December 31, 2022.

Compensation: \$25,000 (Twenty-Five Thousand USD) payable at completion of deliverables or project completion.

Exhibit "C"

TAMPA BAY REGIONAL PLANNING COUNCIL 2022 CRS VERIFICATION CYCLE VISIT

SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS

1. **TERMINATION FOR CAUSE AND CONVENIENCE** 2CFR § 200.339, 2CFR part 200, Appendix II (B) For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

- 1.1. **Termination for Convenience (General Provision)**

Hernando County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

- 1.2. **Termination for Default [Breach or Cause] (General Provision)**

- 1.2.1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Hernando County may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

- 1.2.2. If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

- 1.3. **Opportunity to Cure (General Provision)**

- 1.3.1. Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

- 1.3.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

2. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

**TAMPA BAY REGIONAL PLANNING COUNCIL
2022 CRS VERIFICATION CYCLE VISIT**

- 2.1. Stafford Act Disaster Grants If the award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements).
- 2.2. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

3. DEBARMENT AND SUSPENSION

- 3.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 3.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3.3. This certification is a material representation of fact relied upon by Hernando County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The Department of Homeland Security (DHS) and Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 3.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. ACCESS TO RECORDS

- 4.1. The contractor agrees to provide Hernando County, The Department of Homeland Security (DHS), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 4.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4.3. The contractor agrees to provide the Department of Homeland Security (DHS) or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5. **NO OBLIGATION BY FEDERAL GOVERNMENT** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**TAMPA BAY REGIONAL PLANNING COUNCIL
2022 CRS VERIFICATION VISIT**

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS 49
U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

- 6.1. The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.
- 6.2. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Department of Treasury assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 6.3. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by Department of Treasury under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- 6.4. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by Department of Treasury. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. RECORDS RETENTION 2C.F.R. § 200.333

- 7.1. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 7.2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exemptions related thereto.

8. BYRD ANTI-LOBBYING AMENDMENT

- 8.1. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

**TAMPA BAY REGIONAL PLANNING COUNCIL
2022 CRS VERIFICATION CYCLE VISIT**

- 8.2. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
9. **CONTRACT CHANGES OR MODIFICATIONS** County may, at any time, direct in writing additions, deletions, or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Bidder shall submit detailed information substantiating such claims and an equitable adjustment shall be made in the price or time of performance.
10. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **DHS SEAL, LOGO, AND FLAGS** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
12. **AFFIRMATIVE SOCIOECONOMIC STEPS** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.



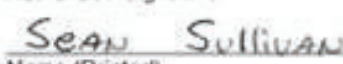
 _____ Authorized Signature	 _____ Date
 _____ Name (Printed)	

Exhibit "D"

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

8/16/22
(date)

Hernando County
Purchasing and Contracts
15470 Flight Path Drive
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No ☒ Yes ☐

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?
No ☒ Yes ☐

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

Sean@tbpc.org
(Email address)

Sean Sullivan
(Signature required)

Sean Sullivan
(Print name)

Executive Director
(Print title)

4000 Gateway Center Blvd.
(Address)
Pine Hills Park, FL 33782

727-570-5151
(Phone)

N/A
(Fax)

591027141
(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.			
Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

Exhibit "E"

Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company/Firm: Tampa Bay Regional Planning Council

By: [Signature]

Authorized Signature

Date: 8/16/22

Title: Executive Director

Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.

Exhibit "F"

HERNANDO COUNTY E-VERIFY CERTIFICATION

Vendor/Consultant acknowledges and agrees to the following:

Vendor Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Tampa Bay Regional Planning Council

Authorized Signature: Sean Sullivan

Print Name: Sean Sullivan

Title: Executive Director

Date: August 16, 2022

December 30, 2022

CID: 120116

Eugene Henry, AICP, CFM
ISO/CRS Flood Specialist
813-244-8859 mobile

RE: NFIP/CRS Notification of 30-day window for submittal of pending documentation to complete Cycle—due January 6, 2023.

Dear Gene:

Thank you for your guidance in collecting the information needed for this letter.

1. **Activity 310:** Please have written approval of the Construction Certificate Management Procedures (CCMP) that have employees involved in implementing the CCMP Procedures. This may be provided through an email.

Jen Soch implements the CCMP procedures and has signed the revised document: 310

2. **Activity 320:** Provide copies of the Flood Insurance Rate Map Indexes for periods between 1999 and 2020. A photo or screenshot is adequate. If you have FIRMs that pre-date 1999, you may include a picture or a screenshot of these Indexes for credit in Activity 440. As a reminder, the provision of map information to inquiries are to be identified on the log, which may be verified during the recertification process.

Photos are attached but higher quality photos need to be provided. 320

3. **Activity 330:** (a) Please provide a description of the revised process to perform Community Outreach for Activities 330 and 320 that will be disseminated to the entire community or the Special Flood Hazard Area. (b)

Provide the location addresses in which outreach materials are made available to the Public, (c) and identify if additional materials will be submitted to be credited such as those identified within the Planning and Zoning Department (maximum of six topics and a maximum of five locations are creditable), and (d) For FRP credit, please provide a FRP procedures document and (e) working web links that are used to identify information used within the submittal package. As discussed, social media outreach was modified and is identified within the Hurricane Ian draft After Action Report. Please provide these items used within Activity 610 and where the topic information may be publicized within Activity 330.

Please see full response: [330 360 Process Narrative.pdf](#)

Additionally, the county has provided photos and emails to further document 330 outreach: [330](#)

Does EM have written procedures for communicating with the public during a flood event? Specifically, one that includes how social media will be used? Are there standard outreach materials that are used during a flood event?

4. **Activity 360:** (a) In discussions with Activity 330, the PPA/PPV publicity document was identified as the current newsletter that is disseminated through a County web notification system. Please verify through an email that this process will be updated using the communitywide notification with the property tax notices or similar. (b) Please describe if any changes will be made to tracking or logging assistance to residents under this Activity. If so, please provide a summary of the updated process.

Please see full response: [330 360 Process Narrative.pdf](#)

Additionally the county has provided the newsletter sent this year for credit: [360 outreach newsletter sent11182022.pdf](#)

5. **Activity 410:** Please verify the three (two are included under one Study) are all that will be submitted for Technical Review. Please provide a legible map(s) and a corresponding table listing areas of County identified SFHA that is regulated as such and is not within the FIRM's identified SFHA. Identify within adopted codes where respective codes provide the authority to enforce higher standards for County identified SFHA outside of the FIRM.

The County is seeking credit for Peck Sink and Squirrel Prairie Watersheds. Maps for Peck Sink and Squirrel Prairie Watersheds are attached. The Study was adopted for implementation by the BOCC, and the Hernando

County Code of Ordinances (attached) defines applicability of the flood regulations to include subsequent amendments.

[SquirrelPrairieMap Tables.pdf](#)

[PeckSinkMap Tables.pdf](#)

[Hernando County, FL Code of Ordinances.pdf](#)

6. **Activity 420:** (a) Please provide a map showing the Special Flood Hazard Area with each element requesting credit, which requires a (b) corresponding table to reconcile acreage and the area on the map. As discussed during the Cycle visit, this may be provided in a map series or map inserts. Areas in which property is preserved outside of the SFHA, provide documentation showing that regulations are in effect in the respective area. As mentioned during the Cycle visit, one example may be provided for similar properties. However, property submitted, at this time, appears to be State or regionally owned property that has been identified as open for perpetuity. (d) Regional documents illustrating natural floodplain functions have been provided, please identify the parcels in which these multi-area plans include.

[OSP](#)

[OSP table.pdf](#)

[conservation lands and floodplain map.pdf](#)

[LZ](#)

[420](#)

[NFOS – 53.071 acres - State and local park land](#)

[OSP table.pdf](#)

[conservation lands and floodplain map.pdf](#)

7. **Activity 430:** For standards that are also associated with Activity 410, please provide corresponding code language that identifies higher standards are adopted and present to enforce floodplain regulations for County identified SFHA.

The Study was adopted for implementation by the BOCC, and the Hernando County Code of Ordinances (attached) defines applicability of the flood regulations to include subsequent amendments.

[Hernando County, FL Code of Ordinances.pdf](#)

8. **Activity 450:** Please submit five sets of plans for current development for erosion and sediment control plans for ESC credit with the ordinance that enforces them. Provide a list of five water quality facilities within the Community and the as-built plans for each with the ordinances that requires water-quality measures.

*The Erosion Control permits and regulations are attached. [450 - ESC.pdf](#)
Provide a list of five water quality facilities within the Community and the as-built plans for each with the ordinances that requires water-quality measures
[450 WQ.pdf](#)*

Please identify the size of disturbed land in which standards are applicable.

Code of ordinances- Sec. 28 regulates all development

9. **Activity 501/502:** (a) Please remove RL sites from the RL Areas map. In the discussion, it was identified that the RL Areas identified within the LMS document and analysis were not fully used. Provide a summary for the coming year how the process will change and how the RL targeted outreach will be performed to meet the outreach standards and correspond with areas identified within the RL analysis.

The revised map and narrative are attached: [501 Rep loss Area Map - 11182022.png](#), [Rep Loss Narrative.pdf](#)

10. **Activity 520/30:** Please confirm no RL structures have been mitigated since the past Cycle visit.

The County has provided the warranty deed for the acquisition/demolition completed in February 2022. The address is 4370 Broad Street Brooksville, FL 34601. [21077871 Recordings.pdf](#)

A completed AW-501 form. is needed.

11. **Activity 610:** Points are valid only if the community has received some credit in FTR, EWD, FRO and CFP and has provided documentation that: (1) describes the flood hazard, (2) inventory of buildings, land use exposed to flooding, (3) **inventory of critical facilities and expected impacts of flooding**, (4) flood inundation maps that must show at least three different riverine flood levels, two different storm surge levels or flash flood impact areas, (5) an adopted flood warning and response plan which references the levels shown on the flood inundation map(s), (6) one or more warning and safety precaution outreach projects and (7) at least one exercise and evaluation of the flood warning and response plan is conducted each year

Since item three's credit criteria was not met, and credit was not assigned in CFP, no Activity 610 credit can be assigned.

List of Critical facilities with contact information is needed

Thank you in advance for your review of the additional documentation. Please do not hesitate to contact me at cara@tbrpc.org should you have any questions.

Respectfully yours,

Cara Woods Serra, AICP, CFM
Principal Resiliency Planner

Procedure for the processing of violations to Purchasing Policy 040D

Scenario 1:

When the department recognizes that a purchase was made in violation of the Purchasing Policy

The department will print the Purchasing Policy Exception form from EICE. The department will complete the top of the form; the department director/manager will sign and date the form. The department will prepare a letter of explanation to explain the reason(s) for the violation.

The completed form, the letter of explanation, the payment request along with supporting documentation will be sent to the Chief Procurement Officer for review and signature.

The Chief Procurement Officer will forward the entire package to the County Administrator for review and signature.

The County Administrator will forward the entire package to Finance for review and signature.

The entire package will be forwarded to Accounts Payable.

Accounts Payable will record the violation in the Purchasing Policy Exception log.

Accounts Payable will process the documents for payment.

Scenario 2:

When the department does not recognize that a purchase was made in violation of the Purchasing Policy

A payment request is received in Accounts Payable for processing and payment. That payment will be flagged as a possible violation of the Purchasing Policy. A determination will be made by the Finance department, along with input from the Chief Procurement Officer if necessary, according to the guidelines set forth in the Purchasing Policy XXX.

If a determination is made that a violation exists, the entire payment packet will be returned to the requesting department with instructions that a violation exists.

The department will print the Purchasing Policy Exception form from EICE. The department will complete the top of the form, the department director/manager will sign and date the form. The department will prepare a letter of explanation to explain the reason(s) for the violation.

The completed form, the letter of explanation, the payment request along with supporting documentation will be sent to the Chief Procurement Officer for review and signature.

The Chief Procurement Officer will forward the entire package to the County Administrator for review and signature.

The County Administrator will forward the entire package to Finance for review and signature.

The entire package will be forwarded to Accounts Payable.

Accounts Payable will record the violation in the Purchasing Policy Exception log.

Accounts Payable will process the documents for payment.