

SUGGESTED AGENDA

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA**

**MONDAY, AUGUST 5, 2019
6:00 P.M.**

**201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE**

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR THE SALE OF PARCELS OF PROPERTY ACQUIRED BY THE COUNTY FROM TAX DEED SALES, WHICH ESCHEATED TO THE COUNTY THROUGH THE TAX DEED PROCESS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

5. THE EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, THE AIRPORT FUND AND THE MSTU FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

7. THE BOARD TO CONSIDER APPROVAL TO EXECUTE THE ANNUAL END OF YEAR RECAPITULATION OF ERROR & INSOLVENCIES FOR ALL 2018 AD VALOREM & NON AD VALOREM ROLLS, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.
8. THE BOARD TO CONSIDER APPROVAL TO EXECUTE THE COUNTY DEED IN CONNECTION WITH THE SALE OF THE OLD HOSPITAL, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER ACCEPTING THE RECOMMENDATION OF THE INSURANCE COMMITTEE REGARDING RENEWAL OF HEALTH INSURANCE POLICY, AS AGENDAED BY GARY KNOWLES, HEALTH INSURANCE COMMITTEE CHAIRMAN.
10. THE BOARD TO CONSIDER APPROVAL OF PROPOSED GRANT WRITER JOB DESCRIPTION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF DISPOSITION OF ASSET REQUEST FOR DIGITAL MAMMOGRAPHY MACHINE, AS AGENDAED BY THERESA COPELAND, INFORMATION TECHNOLOGY (IT) DIRECTOR.

PUBLIC REQUESTS:

12. THE BOARD TO CONSIDER REQUEST TO APPOINT TWO (2) NEW TOURISM DEVELOPMENT COUNCIL (TDC) BOARD MEMBERS, AS AGENDAED BY DAWN TAYLOR TOURISM DEVELOPMENT DIRECTOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

13. THE BOARD TO CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH DIXIE, JEFFERSON, AND MADISON COUNTY FOR 911 CALL TRANSFERS AND ROUTING, AS AGENDAED BY KATIE MORRISON, 911 COORDINATOR.
14. THE BOARD TO CONSIDER REQUEST TO ALLOW THE SHERIFF'S OFFICE TO KEEP REIMBURSEMENT FOR OFF-DUTY DEPUTY DETAIL FOR SPECIAL EVENTS, APRIL 1ST - SEPTEMBER 30TH 2019, IN THE AMOUNT OF \$55,285, AS AGENDAED BY SHERIFF WAYNE PADGETT, TAYLOR COUNTY SHERIFF'S OFFICE.

15. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ALLOW THE SHERIFF'S OFFICE TO KEEP REIMBURSEMENTS FROM GRANTS, MOBILE CRISIS AGREEMENT AND FLORIDA SHERIFF'S RISK MANAGEMENT FUND (FSRMF) CHECKS IN THE AMOUNT OF \$109,440.18, FOR DATES 04/04/2019-09/30/2019, AS AGENDAED BY SHERIFF WAYNE PADGETT.
16. THE BOARD TO CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH THE TAYLOR COUNTY SCHOOL BOARD AND THE TAYLOR COUNTY SHERIFF'S OFFICE/EMERGENCY MANAGEMENT FOR EMERGENCY SHELTERING IN TAYLOR COUNTY, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER APPROVAL OF THE CERTIFICATE OF EXPENDITURE TO THE VOLUNTEER FIRE ASSISTANCE GRANT PROGRAM, THROUGH FLORIDA FOREST SERVICE, IN THE AMOUNT OF \$10,421.45 FOR THE PURCHASE OF FIRE FIGHTER BUNKER GEAR, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
18. THE BOARD TO CONSIDER APPROVAL OF PROPOSAL FOR REVISION IN TURN-OFF PERMITS, AS AGENDAED BY HANK EVANS, PUBLIC WORKS DIRECTOR.
19. THE BOARD TO CONSIDER APPROVAL OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC), FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AND UNITED STATES CORPS OF ENGINEERS (USCOE) APPLICATIONS, FOR RE-PERMITTING KEATON BEACH CANALS WATERWAY MARKERS TO INCLUDE NEW MARKER SIGNS, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

GENERAL BUSINESS:

20. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO PERMIT THE BOARD TO SET A FINE AMOUNT FOR VIOLATIONS OF DENSITY REGULATIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
21. THE BOARD TO FURTHER DISCUSS SOLID WASTE SPECIAL ASSESSMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

22. THE BOARD TO CONSIDER APPROVAL OF DRAFT CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH LANGTON ASSOCIATES, INC. AND TRACK GUY CONSULTANTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
25. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

(6)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2019 to be in excess of the advertised budget.

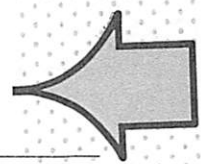
BE IT RESOLVED that the listed appropriations be added to, included in, and transferred to the **GENERAL FUND FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$310,050	001-3650001	Sale of Property/Land
\$310,050	9001-59919	GF Reserve - RSRV/Old Hospital Sale

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of August, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

Revenue from the Sale of the Old Hospital

Taylor County Board of County Commissioners, FL
201 E Green St
Perry, FL 32347-2737

Bill of Sale Date: 18 Jul 2019
Asset ID: 2

Bill of Sale Number: 7182019
Inventory ID: 2

Description of Property

Real Estate: Old Taylor County Hospital Building and Grounds

Award Amount
310050.00

Asset Information

Year: Make/Brand: Model: VIN/Serial:
Meter: Title Restriction: Not Applicable

Sale Information

* Actual Sold Amount: \$310,050.00

Paid On: 19 Jul 2019 by Wire Transfer

Other Amount: \$0.00

Other Amount Description:

Buyer's Premium: \$38,756.25

Tax Rate: 0.706080%

Tax Amount: \$2,189.20

Total Amount: \$350,995.45

* Taxable Items

John Arieta
3949 Deertree hills dr
Orange Park, FL 32065
USA
arietajohn@bellsouth.net
904-422-1124

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____
Print Name: _____
Date: _____

002 310,050.00
2,189.20 ——— Doc. Stamps + Recording fees
312,239.20
Amount received

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

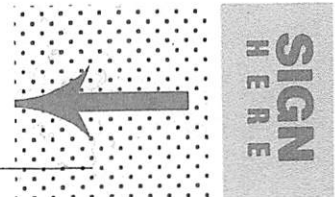
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 1,000	001-3631154	Gen Fund-Supplemental Wireless 911
\$ 1,000	0237-55401	Books/Publ/Sub/Memb/Training

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of August, 2019, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



Special Disbursement for 911 and E911 service

Dannielle Welch

From: Katie Morrison <katie.morrison@taylorsheriff.org>
Sent: Tuesday, July 2, 2019 4:26 PM
To: Dannielle Welch
Subject: RE: special disbursement

Ah, gotcha. Could you put that in 0237-55401 please?

From: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Tuesday, July 02, 2019 4:01 PM
To: Katie Morrison <katie.morrison@taylorsheriff.org>
Subject: RE: special disbursement

No problem!

I just need to know where you want me to put it (department / code) so that I can show that we have received it.

Thanks!!

From: Katie Morrison [<mailto:katie.morrison@taylorsheriff.org>]
Sent: Tuesday, July 2, 2019 3:54 PM
To: Dannielle Welch <dwelch@taylorclerk.com>
Subject: RE: special disbursement

I have never received anything in reference to that. I had to attend the last days class to receive that money, and I have my certificate of completion... but nothing from Florida.

From: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Tuesday, July 02, 2019 3:44 PM
To: Katie Morrison <katie.morrison@taylorsheriff.org>
Subject: special disbursement

Hey Katie!!

I just realized I do need the documentation for the special disbursement that we received on 06/04/2019 --- it was for \$1,000

Thank you!!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

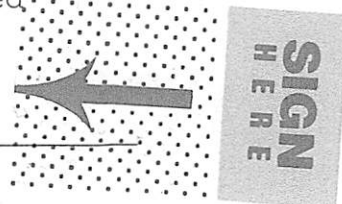
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$36,677	003-3699024	Timber/Airport
Expenditures:		Airport Tree Removal -
\$18,339	0548-56300	Capital/Infrastructure
\$18,338	0548-56400	Capital/Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of August, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



Sale of Airport Timber

CITIZENS STATE BANK
MEMBER FDIC
Checks and other items
subject to the terms
and conditions
available

H.B. TUTEN LOGGING, INC.
PERRY, FL 32348

74318

DATE	PAYEE	DESCRIPTION	CHK NUM	AMOUNT
06/07/2019	TCBCC	PERRY-FOLEY AIRPORT	74318	\$36,677.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTANT PAPER WITH MICROPRINTED BORDER



H.B. TUTEN JR. LOGGING, INC.

2930 OLD FOLEY ROAD
PERRY, FL 32348
PHONE (850) 584-9324

Citizens State Bank
Perry, Florida 32347

74318

NUMBER

63-650/631

74318

DATE

AMOUNT

PERRY-FOLEY AIRPORT

06/07/2019

\$****36,677.00

PAY

*** Thirty Six Thousand Six Hundred Seventy Seven & 00/100 Dollars

TO THE
ORDER
OF

TCBCC

Charlotte M. Lamer
AUTHORIZED SIGNATURE

SAFEGUARD SECUR
SAFEGUARD SECUR

074318

105905501

011852901

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

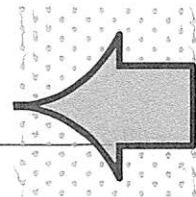
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$2,100	107-3699021	Misc - SCBA Refills
Expenditures:		
\$2,100	0192-54500	County Fire Department - Insurance

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of August, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

Non-budgeted funds received from Georgia Pacific - for air fills provided by Taylor County Fire Department

GP Cellulose, LLCPO Box 61270
Phoenix, AZ 85082-1270

VENDOR NUMBER

G194551

DATE

07-25-2019

CHECK NUMBER

502545

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER #	PO #	CNTR #
07/23/19	7232019	900.00	.00	900.00			00323817

TOTALS

900.00

.00

900.00

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK

**GP Cellulose, LLC**PO Box 61270
Phoenix, AZ 85082-1270JPMorgan Chase Bank, N.A.
Syracuse, NY 13206

CHECK #: 0000502545

DATE: 07-25-2019

50-937
213*Press or rub with finger.
If the green colored symbol disappears,
this document is authentic.

PAY EXACTLY \$*****900.00

PAY Nine Hundred and 00/100 Dollars

TO THE
ORDER OFTAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620*Patricia J. Boushka*

⑈0000502545⑈

GP Cellulose, LLCPO Box 61270
Phoenix, AZ 85082-1270VENDOR NUMBER
G194551DATE
07-16-2019CHECK NUMBER
502295

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER #	PO #	CNTR #
07/12/19	7122019	1,200.00	.00	1,200.00			00323817

TOTALS

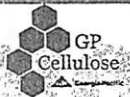
1,200.00

.00

1,200.00

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK

**GP Cellulose, LLC**PO Box 61270
Phoenix, AZ 85082-1270JPMorgan Chase Bank, N.A.
Syracuse, NY 1320650-937
213

CHECK #: 0000502295

DATE: 07-16-2019

PAY

One Thousand Two Hundred and 00/100 Dollars

"Press or rub with finger.
If the green colored symbol disappears,
this document is authentic."

PAY EXACTLY

\$*****1,200.00

TO THE
ORDER OFTAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620*Patricia J. Boushka*

⑈0000502295⑈

7

MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR
Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

June 27, 2019

Honorable Pam Feagle, Chairperson
Taylor County Board of County Commission
Perry, FL 32347

Dear Mrs. Feagle,

Attached please find the Annual End of Year Recapitulation of Error & Insolvencies for all Ad Valorem & Non Ad Valorem Rolls in our county for 2018.

If there are any questions please do not hesitate to contact me.

Respectfully yours,



Mark Wiggins
Taylor County Tax Collector

MW/ke



Forest Capital of the South



INSTRUCTIONS

DR-505

R. 4/16

Rule 12D-16.002

Florida Administrative Code

Page 2

To Tax Collectors:

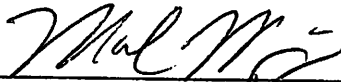
1. Use this for the last sheet on your report of discounts, errors, double assessments, and insolvencies.
2. Do not list any item without showing the reason or code in the right-hand column.
3. As much as possible, group together all items coming under one heading. For instance, place all errors under one heading, all double assessments under another, exemptions under another, etc.
4. For exemptions, specify whether widow, veteran, homestead, disability, etc.

Tax Collector Recapitulation

I, Mark Wiggins, Tax Collector of Taylor County, Florida, certify this is a report of all discounts, errors, double assessments, and insolvencies on the assessment roll for 2018; that all errors and double assessments have been plainly indicated on the assessment roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the assessment roll, have been allowed by me without proof that each claim was legal; that each item marked insolvent is, in fact, insolvent and, although diligent search has been made by me I have been unable to find any property to levy on to enforce the payment of the tax; and that I have not collected any of the items shown on this list.

I am entitled to credit against the 2018 Assessment Roll in the following amounts:

Property Appraiser		Tax Collector	
Errors	35,264..	Federal bankruptcies	0.0
Insolvencies	432.00	Other: (specify) Non Ad Valorem	
Double assessments	0.00	Errors & Exemptions	12,087.
Discounts	742,166.	Discounts	27,886.
		TOTAL	817,835.



Signature, Tax Collector

Taylor

County

6/27/19

Date

County Commission Recapitulation

We, the members of the Board of County Commissioners of Taylor County, Florida, certify that we have examined and compared each item of this report. The tax collector has stricken from this report and made a separate list of items which in our judgment should be collected by the tax collector. To the best of our knowledge, this list is correct, just and legal.

Hon. Mark Wiggins, Tax Collector, is entitled to credit on account the amounts below.

Property Appraiser		Tax Collector	
Errors	35,264.	Federal bankruptcies	0.00
Insolvencies	432.00	Others: (specify) Non Ad Valorem	0.00
Double assessments	0.00	Errors & Exemptions	12,087.
Discounts	742,166.	Discounts	27,886.
		TOTAL	817,835.

Attest:

Clerk

Signature, chairman

Date

Member

Member

Member

Member

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF DRAFT COUNTY DEED FOR THE SALE OF THE OLD HOSPITAL.



MEETING DATE REQUESTED:

AUGUST 5, 2019

Statement of Issue: TO REQUEST APPROVAL FOR CHAIRMAN TO SIGN THE DEED FOR THE SALE OF THE OLD HOSPITAL.

Recommended Action: APPROVE

Fiscal Impact: \$310,050 PLUS ASSOCIATED FEES

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE OLD HOSPITAL WAS LISTED ON THE GOVDEALS WEBSITE FOR SALE IN JUNE, 2019 AND WAS SUBSEQUENTLY SOLD IN JULY FOR \$310,055. AFTER THE DEED IS EXECUTED AND RECORDED STAFF WILL REQUEST BOARD APPROVAL TO REMOVE FROM INVENTORY AND CANCEL PROPERTY INSURANCE.

Options:

Attachments: DRAFT DEED
LETTER FROM COUNTY ATTORNEY
BILL OF SALE

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

July 29, 2019

VIA E-MAIL AND REGULAR MAIL

Mr. Kenneth Dudley
County Engineer
201 East Green Street
Perry, Florida 32347

Dear Kenneth:

Thank you for your e-mail of July 25, 2019, with the revised description.

Enclosed, please find a revised County Deed with the revised description.

Please review it carefully and let me know if it needs to be changed.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

cc: Hon. Annie Mae Murphy (via e-mail)
Ms. Lawanda Pemberton (via e-mail)

COUNTY DEED

LAND DESCRIPTION FURNISHED BY GRANTOR.

THIS DEED, made this ____ day of _____, 2019, by TAYLOR COUNTY, FLORIDA, party of the first part, and JOHN ARIETA, whose address is 3949 Deertree Hills Drive, Orange Park, Florida 32065, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Taylor County, Florida:

Begin at the Northwest corner of Block 5 of PEACOCK-HIGHLAND SUBDIVISION to the Town of Perry, Florida, thence run South along a projection of the West boundary of Block 5 to the Southwest corner of Block 6 in said Subdivision, thence run East along a projection of the South boundary of Block 6 to the Southeast corner of Block 7 in said Subdivision, thence run North along a projection of the East boundary of Block 7 to the Northeast corner of Block 4 in said Subdivision, thence run West along a projection of the North boundary line of Block 4 back to the point of beginning, all lying and being in the PEACOCK-HIGHLAND SUBDIVISION as recorded in Plat Book 1 Page 34, in the office of the Clerk of the Circuit Court of Taylor County, Florida. Includes: including interior alleyways and those portions of Hiram Street and Jeff Davis Avenue rights-of-ways lying and being between Blocks 4, 5, 6 and 7 of PEACOCK-HIGHLAND SUBDIVISION. Containing 5.65 acres more or less.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

TAYLOR COUNTY, FLORIDA
By its Board of County Commissioners

BY: _____
Printed Name: PAM FEAGLE
Chairperson

(OFFICIAL SEAL)

ATTEST: _____
Printed Name: ANNIE MAE MURPHY
Clerk/Deputy Clerk of the
Circuit Court

THIS INSTRUMENT PREPARED BY:

Conrad C. Bishop, Jr.
Attorney at Law
P. O. Box 167
Perry, Florida 32348
Bar Number: 128073

Description furnished and
title thereto neither
examined or approved by
the above attorney

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF THE INSURANCE COMMITTEE'S RECOMMENDATION FOR RENEWAL OF THE COUNTY'S HEALTH INSURANCE POLICY.

MEETING DATE REQUESTED:

AUGUST 5, 2019

Statement of Issue: THE BOARD TO CONSIDER THE RECOMMENDATION OF THE INSURANCE COMMITTEE REGARDING RENEWAL OF THE BOARD OF COUNTY COMMISSIONERS HEALTH INSURANCE POLICY.

Recommended Action: DISCUSS/APPROVE

Fiscal Impact: NO INCREASE

Budgeted Expense: YES

Submitted By: GARY KNOWLES, CHAIRMAN HEALTH INSURANCE COMMITTEE

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: UNITED HEALTHCARE HAS OFFERED TO CONTINUE TO BE THE COUNTY'S HEALTHCARE PROVIDER FOR FISCAL YEAR 2019/2020 WITH THE CURRENT PLAN AND THE CURRENT RATE.

THE INSURANCE COMMITTEE RECOMMENDS THAT THE BOARD ACCEPT THE PROPOSAL TO RENEW THE POLICY.

Options:

Attachments: TAYLOR COUNTY HEALTH INSURANCE RENEWAL.

UnitedHealthcare

Medical Proposed Rates for TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Effective Date: 10/01/2019 | Customer Number 00752240

• The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

Option 1: Current		
AQPN-M (Legacy INS 2019-Traditional) Rx Plan: 570		
Plan Name	Choice+ Legacy Insurance *	
Product	AQPN-M	
Option	Single Option	
Plan Offering	Option(s) N/A	
Multiple Option with:	No	
HRA or HSA	No	
Benefits*	Network Single/Family	
Office Copay (PCP/SPC)	PCP \$20, SPC \$35	
Hospital Copays	OP D&C, IP D&C	
UC/ER/Major Diag Copay	UC \$75, ER NA, MD \$150	
Other	No ENRP	
Deductible	\$500/\$1,000 (Emb)	
Coinsurance	80%	
Out-of-Pocket	\$4,000/\$8,000	
Pharmacy	UHC \$10/35/70; 2.5 MO (Adv PDL)	
	Out of Network Single/Family	
Deductible	\$2,000/\$4,000 (Emb)	
Coinsurance	50%	
Out of Pocket	\$16,000/\$32,000	
Enrollment		
Employee	129	
Employee + Spouse	24	
Employee + Child(ren)	21	
Employee + Family	26	
Total	200	
	Rates (Billed)	
Rates	Current	Proposed
Employee	\$778.37	\$778.37
Employee + Spouse	\$1,907.01	\$1,907.01
Employee + Child(ren)	\$1,447.77	\$1,447.77
Employee + Family	\$2,342.91	\$2,342.91
Monthly Cost	\$237,497	\$237,497
Annual Cost	\$2,849,962	\$2,849,962
Change from Current	0.0%	

*High level benefit summary. Please see your plan summary for more detailed benefit description.

POD = Benefit paid as follows: Per Occurrence Deductible, then plan deductible and coinsurance.

LTD # = the number of services covered at that copay, after the limit plan deductible and coinsurance will apply, note PCP and SPC may be combined (see benefit summary)

Day x# = the max number of days the copay will apply

For markets moving to service fees, current rates (for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.

UnitedHealthcare

Medical Proposed Rates for TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Effective Date: 10/01/2019 | Customer Number 00752240

• The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

Medical Quote Assumptions

- Rates are guaranteed for the contract period of 10/1/19 through 9/30/20.
 - Rates are based on your submitted census. UnitedHealthcare reserves the right to adjust the rates from audit date back to effective date if any of the following changes:
 - Enrollment +/- 10%
 - Area Factor +/- 7.5%
 - Any Material Changes
 - Average Contract Size +/- 10%
 - Age/Sex Factor +/- 10%
 - Cobra enrollees are more than 10% of enrollment
 - Employer contributes a minimum of 75% toward the employee only rates and 50% toward the dependent rates.
 - Requires a minimum participation level of 75%.
 - In dual or multiple option scenarios the rate spread between all plans should not exceed 20%, anything exceeding 20% requires Underwriting approval.
 - Unless otherwise stated, this offer replaces and renders all previous offers null and void.
 - Quote assumes no out of area or retiree lives.
 - INS-Choice plans are not available for subscribers in AL, AK, AR, AZ, HI, KS, LA, MS, MT, NC, NM, or OK.
 - NHP Network is available statewide beginning 1/1/19. Some restrictions may apply.
 - NHP Network Flex is only available to employees residing in the NHP service area and can not be sold alongside a matching Non-Flex POS plan.
 - All NHP/UHC dual offerings require underwriting review and approval. Sandwich rules or a risk load may apply.
-
- Quote does not include Simply Engaged
 - Quote includes \$7500.0 for Additional Program Amount.
-
- UnitedHealthcare reserves the right to adjust the rates and/or fees (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in Plan design required by the applicable regulatory authority (i.e. mandated benefits) or by the Plan Sponsor; and (iii) as otherwise permitted in our policy.
 - This premium may include state and federal taxes and fees.
 - Premium rates and/or product forms included herein are subject to approval by regulators. If rates or product forms offered herein are subsequently modified by regulators we will immediately advise you of the change in plan design and retroactively adjust premium in subsequent billings.
 - Plan design and corresponding premium rates offered herein represent a coverage option that is consistent with your current group size (based on most recent census or survey information) and closely matches your current coverage. Additional coverage options may be available to you.
-
- At your request, a service fee to be paid to your producer/service agent of 4.17% has been added as an expense item in sites where service fees apply.
-
- Agents may receive commissions and other compensation from us and these costs may be reflected in your premium or fee. Separately, you may have contracted with producers to provide services directly for your group and have agreed to pay them a 'service fee'. Since 'service fees' are not a contingency of the purchase of health insurance such fees are not part of your premium but may be included in your bill under total amount due.
 - Premium rates assume an allowance of up to \$7,500 to be used by the client for costs incurred by them for wellness associated purposes. These funds must be used by 9/30/2020 and any unused funds are not refundable by UHC.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of Draft Grant Writer Job Description.



MEETING DATE REQUESTED:

AUGUST 5, 2019

Statement of Issue:

Recommended Action: The Board to consider approval of Draft Grant Writer Job Description.

Fiscal Impact:

Budgeted Expense:

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 EXT 106

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board has a current full time Grants Director position. However, the employee no longer lives in Taylor County. In an effort to restructure the Grants Department, the Draft Grant Writer job description was created. We are requesting the Board consider approval of the draft job description in order to begin the recruitment process and continue to meet the needs of the Organization.

Options:

Attachments: Draft Grants Writer Job Description

Taylor County Board of County Commissioners

JOB TITLE: Grants Writer – Part Time

Exempt (Y/N):	No	Union (Y/N):	No
Pay Grade 300	\$20.04-\$29.06 per hour	Worker's Comp Code:	8810
By:	Human Resources	Date:	06/27/2019
Approved By:	Draft	Edited:	

THIS IS A PART TIME POSITION THAT DOES NOT HAS THE ABILITY TO ENGAGE IN TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

The Grant Writer will be responsible to plan, write, and coordinate the grant application process; management of proposals as directed. Researches, plans and coordinates the grants of the County as related to SHIP Housing projects, Community Development Block Grant (CDBG) projects, Transportation for the Disadvantaged Program, Florida Communities Trust (FCT), Coastal Partnership Initiative (CPI), Department of Environmental Protection (DEP), Florida Recreation Development Assistance Grant (FRDAP), Office of Greenway and Trails (OGT), Federal Railroad Administration (FRA), Federal Aviation Administration (FAA), Restore Act, Florida Bureau of Historic Preservation, Waterfronts FI Technical Assistance Planning, Florida Department of Transportation (FDOT), and any other County grants. Ensures that the goals/objectives identified by the County Administrator and Board of County Commissioners are followed. This position will report directly to the County Administrator and does not have supervisory authority.

ESSENTIAL/SPECIFIC DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Researches and reviews project proposal or plan to determine timeframe, funding limitation, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.
- Write high-quality grant proposal narratives, applications and supporting documents.
- Reviews status reports prepared by contractors and modifies schedules or plans as required.
- Prepares project reports for management, client, or others as requested.
- Confers with contractors to provide technical advice and to resolve problems.
- Coordinates with staff in regards to project activities of government regulatory or other governmental agencies.
- Must possess demonstrated ability to successful grant proposals.
- Work with staff to compile grant related data.
- Manage the proposal submission process to ensure timely submission of all required materials.
- Coordinate and follow up on the process of submitted proposals.
- Develops annual grants strategy.
- Performs other duties as assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skills, and/ or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Taylor County Board of County Commissioners

JOB TITLE: Grants Writer – Part Time

KNOWLEDGE, SKILLS AND ABILITIES:

- Must possess excellent communication skills.
- Ability to follow written and oral instructions
- Ability to receive public with courtesy.
- Ability to understand and execute complex instructions.
- Ability to prepare required reports, documentation and correspondence.
- Ability to establish and maintain effective working relationships with elected officials, County staff, and the general public.
- Ability to determine work priorities and ensure proper completion of work.
- Ability to research grant information based on the identified needs of the organization.

EDUCATION AND/OR EXPERIENCE:

AA degree with two years of administrative experience in budgeting. Candidate may offset educational experience with year for year work experience in the related field of grant writing. A minimum of five (5) years Local Government Grant Writing experience required.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, employee is required to talk and to hear.
- Required to stand, walk, sit, reach, stoop, kneel and frequently use hands and fingers.
- Must be able to lift and/or move up to 25 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet. Workplace is in an office environment but may be designated as a remote position.

CERTIFICATES, LICENSES, REGISTRATION:

Valid Driver's License

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE THE REMOVAL OF COUNTY INVENTORY ASSET, AS AGENDED BY THERESA COPELAND, TECHNOLOGY DIRECTOR

Meeting Date:

AUGUST 5, 2019

Statement of Issue:

THE BOARD TO APPROVE REMOVAL OF DISPOSITION FROM COUNTY INVENTORY

Recommendation:

APPROVAL OF REMOVAL ON ITEM LISTED

Fiscal Impact:

\$ 0.00

Budgeted Expense:

Yes ☐

No ☐

N/A ☒

Submitted By:

THERESA COPELAND

Contact:

838-3500 X 108

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

DOCTORS' MEMORIAL HOSPITAL (DMH) HAS REQUESTED THAT THE ASSET ABOVE BE REMOVED FROM INVENTORY AND USED AS A TRADE ON A NEW 3D MAMMO MACHINE. *PLEASE SEE ELECTRONIC COMMUNICATION DOCUMENT ON THE NEGOTIATIONS ON THE TRADE.*

Options:

1. APPROVE OF REMOVAL OF INVENTORY ASSET

2.

Attachments:

1. DISPOSITION OF ASSET REPORT

2. EMAIL COMMUNICATION



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

7132
Board Asset Number: _____

FROM: Hospital - DMH
Department Name

DEPT 1503
Number

DATE: 7-30-19

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Digital Mammography		Selenia
Model	Year	Serial Number
Sel-000111	Purchased in 2009	29403094585
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Trade In

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Trade in For New 3D Mammo System (lease)

Location: (required) DMH

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

AGrey
Department Head

Laundra Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

Heather Spalding
Fixed Assets Manager

Theresa A. Copeland

From: LaWanda Pemberton
Sent: Wednesday, July 31, 2019 9:09 AM
To: Theresa A. Copeland
Subject: FW: Mammography

From: Thomas Stone [mailto:tstone@doctorsmemorial.com]
Sent: Thursday, July 25, 2019 4:03 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: Mammography

LaWanda,

At the Board meeting next week the board will hopefully approve leasing a new 3D Mammo unit. As part of the negotiations they have given the hospital a \$40,000 trade in for the current unit, in truth is probably not worth what it will cost them to remove it. Julie informed me that this unit had been purchased by the county probably 10 years ago and was been fully depreciated at the end of 5 years. My question to you is how do we get approval to use the unit as a trade in to help reduce the lease cost. The lease agreement we are considering is one that has a fair market buyout at the end of a 69 month lease. There is an option for a \$1 buy out at the end of the 69 months but the cost is an additional \$700/month. How do I get approval to use the current mammo unit to help reduce the lease price?

Tom

ADDITIONS TO THE AGENDA

AUGUST 5, 2019

Consent Items

ADD

11-A. THE BOARD TO CONSIDER APPROVAL OF FINAL PAYMENT REQUEST FORM, FINAL ACCEPTANCE CERTIFICATE AND INCUMBENCY CERTIFICATE FOR THE LEASING OF TWO ROLL OFF TRUCKS FOR THE ENVIRONMENTAL SERVICES DEPARTMENT.

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Tourism Development Council
Dawn Taylor
PO Box 892
Perry, FL 32348

MEETING DATE REQUESTED:

August 5, 2019

Statement of Issue: TDC

Recommended Action: Appoint new TDC Board Members

Fiscal Impact:

Budgeted Expense: N/A

Submitted By: Dawn V. Taylor

Contact: Dawn V. Taylor

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: None

Options: N/A

Attachments: Letter of recommendation



July 22, 2019

Taylor County Board of County Commission
Attention: Chairperson Pam Feagle
PO Box 620
Perry, FL 32348

Chairperson Feagle:

On behalf of the Tourism Development Council Board of Directors, we have two TDC Board positions open and available. I would like to submit the following names for consideration by the board to fill these positions:

- Mr. Todd Larson
- Ms. Sue Ellen Weaver

Thank you for your consideration of appointing these individuals to serve on the TDC Board. These are the only individuals that submitted their names to be considered at this time. This position was advertised for the required time in the Perry News Herald and the TACO Times.

If you have any questions in regards to these individual, please contact the Tourism Development Office at 584-5366. Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dawn Taylor", with a stylized flourish at the end.

Dawn V. Taylor
Tourism Development Director

"share the real Florida adventure"

Taylor County Tourism Development Council

P.O. Box 892 • Perry, Florida 32348

Office 850-584-5366 • Fax 850-584-8030 • For Tourist Information Call 1-800-257-8881

roads and begins to commit \$35 to \$45 million next fiscal year for roads that likely will not be constructed for at least 10 years.

The plan seeks to extend the Suncoast Parkway 150 miles from the Tampa Bay area to the Georgia border, extend the Florida Turnpike west to connect with the Suncoast Parkway and create a new transportation

starting by 2022. The roads are expected to open by the end of 2030.

"Reaction around here is mixed," Taylor County Commissioner Malcolm Page was quoted in a **Daytona Beach News-Journal** article on April 7. "There are some people who see it could be an economic boon, including me."

"And there are others who are following the conspiracy that this is all about helping people who own land, especially here in Taylor County," Page added.

Florida Trend and the Florida Phoenix have posted articles claiming that billionaire Thomas Peterffy, a Palm Beach resident, Republican donor and member of President Donald Trump's Mar-a-Lago club, who owns 561,000 acres of timber land across five North Florida counties, would benefit from owning property ripe for development when the road is constructed.

The bill has received backing from the Florida Chamber of Commerce, the Florida Ports Council, the Florida Trucking Association and the Asphalt Contractors Association of Florida.

Most environmental groups, including the Sierra Club, Florida Conservation Voters and 1,000 Friends of Florida, have voiced

existing infrastructure is already at peak, and because of the geography of the state, visitors coming from points north or the west have only a few routes to get to our urban areas," said Ananth Prasad, president of the Florida Transportation Builders Association, which represents the road construction industry.

Galvano has pushed for the road extension in response to projections that another 5 million residents and a growing tourist population will gridlock the state's current road corridors over the next decade.

"We are setting out a platform, a way forward, on three new corridors that we have adequate hurricane-evacuation routes, that we have adequate trade and logistics, and that we're able to absorb the vast number of people that are moving to our state," said Rep. Jay Trumbull, a Panama City Republican who handled the bill in the House.

The task forces would be comprised of state officials, local government and planning officials and a few representatives from environmental groups. They are expected to complete their work by Oct. 1, 2020.

The plan calls for construction to begin by the end of 2022 and the roads to open to traffic before Dec. 31, 2030.

ROOF
ANCE FOR UP TO 18 MO.
G FOR UP TO 144 MO.
\$79 MO.
0-2616
LIC#C06711

County Commissioners Applications for

CREATION ADVISORY AB) MEMBER

unteer position that meets
erations of the Taylor
TCRAB consists of 7
n must be a registered
as well as being a
County. Appointees are
rts played at the County
ng, but not limited to,
ll, softball, basketball,
rail.

, or to request an
e by the Taylor County
located at 201 East
taylorcountygov.com.

on of applications is
at 5 p.m. Applications
County Administrator's
n Street. Applications,
38-3501 or emailed to
tygov.com.

Taylor County
Southwest of Perry, Naturally

**The Tourism Development Council
Is seeking a
motel/hotel owner/manager
to serve on the
Tourism Development Council.**

**If interested please call the
Chamber of Commerce office at
(850) 584-5366 and ask for Dawn Taylor.**

- Sandy Beach – Motel/Hotel - Term Ends 12-19
- Aaron Portwood – Interested party - Term Ends 12-19
- Jaimie Lynch – Motel/Hotel - Term Ends 12-24
- Ben Sessions – Interested party Term Ends 12-24
- Jim Hunt – Hotel/Motel - Term Ends 12-19
- City Appointed – Ward Ketring
- City Appointed – Alan Hall
- County Appointed – Sean Murphy

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Interlocal Agreement with Dixie, Jefferson, and Madison County for 911 Call Transfers and Routing

Meeting Date:

August 5th, 2019

Statement of Issue: Contract in reference to transferring and routing 911 Calls to the correct destination.

Recommendation: Sign contract

Fiscal Impact: \$ 0.00

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Katie Morrison

Contact: 850-838-1104 or katie.morrison@taylorsherrif.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In Taylor County's State 911 Plan it is stated that interlocal agreements are required with our surrounding counties for 911 Call Transfer. If a contract was ever in place, one could not be located by any of the four counties. These contracts would reflect that we do in fact have steadfast agreements to transfer 911 calls to the correct destinations.

Options:

1. Sign contract
2. Remove the documentation from the State 911 Plan

Attachments:

1. Copy of proposed contracts
2. Taylor County State 911 Plan

INTERLOCAL AGREEMENT BETWEEN TAYLOR COUNTY AND DIXIE COUNTY FOR THE PROVISION OF 9-1-1 CALL TRANSFERS AND ROUTING

This agreement is entered into this ____ day of _____, 2019, between Taylor County, a political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Taylor", Wayne Padgett in his official capacity as Sheriff of Taylor County an office established by the Florida Constitution hereinafter referred to as "Sheriff" and Dixie County, a political subdivision of Florida, hereinafter referred to as "Dixie" (collectively the "Counties");

WITNESSETH

WHEREAS, the Counties and Sheriff are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Taylor County; and,

SECTION 1. PURPOSE AND INTENT OF AGREEMENT. The Counties participating in the Agreement, herein referred to as "Taylor" and "Dixie", agree to participate in a mutual aid 9-1-1 system. In Taylor the 9-1-1 system is administered by Sheriff. The sharing of which will enhance the ability of all participants to manage emergency 9-1-1 calling, accomplish interoperability, inter-agency communications, and system-wide emergency dispatching and response in both normal and emergency situations.

SECTION 2. NORMAL SYSTEM OPERATIONS. The parties to this agreement recognize the need and benefits of having and maintaining a functional 9-1-1 network for emergency and non-emergency call handling and transfer. Taylor, Sheriff, and Dixie agree to assist in the creation and maintenance of any database or databases necessary to build and maintain the network(s).

SECTION 3. ALTERNATE AND DEFAULT ROUTING. Taylor, Sheriff, and Dixie shall agree upon set measures for both alternate and default routing of 9-1-1 calling when system or network failures occur during normal operating periods or in times of emergency. The definitions of each shall use the accepted National Emergency Number Association (NENA) proscribed definitions. (Exhibit "A").

SECTION 4. SYSTEM NETWORK AND EQUIPMENT. Taylor and Dixie agree to accept responsibility for all equipment purchases and maintenance needed, if any, to provide connection. Both parties must first agree in writing before any charges or expenses are incurred.

SECTION 5. OTHER MATTERS. In addition to the matters set forth above, the parties agree to the additional items which are not inclusive and may be amended on an operational level by the agreement of the parties.

- A) Expeditiously respond to all requests for information relevant to the establishment of the ability to transfer 9-1-1 calls to Taylor County.
- B) Work cooperatively and cohesively to establish and maintain all necessary information relevant to 9-1-1 call transfer.
- C) Dixie County Sheriff's Office (DCSO) will immediately notify the Taylor County Communications Center as soon as Dixie is aware of the need to transfer 9-1-1 traffic to Taylor.

- D) DCSO will dispatch one person to the Taylor County Communications Center and have an individual in the Taylor County Communications Center during the transferring of 9-1-1 calls from Dixie to Taylor.
- E) Dixie will provide, upon request of Taylor, all voice recordings of 9-1-1 calls, for a period of 30 days.

SECTION 6. LIABILITIES AND RESPONSIBILITIES OF PARTIES.

- A) Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.
- B) All privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of either party when performing their respective functions within the territorial limits of their respective Counties shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to the Agreement.
- C) Except as herein otherwise provided, all liability for injury to personnel, and loss or damages to equipment shall be borne by the agency employing such personnel and owning or having a percentage interest in such equipment, and all parties shall carry sufficient insurance to cover all such liability.
- D) It is agreed upon that the respective County E911 Coordinators for Taylor and Dixie will develop, in conjunction with the PSAP Managers, and alternate and default routing plan for 9-1-1 calls.

SECTION 7. TERMINATION OF AGREEMENT. Any party may terminate this Agreement by giving at least twelve (12) months written notice to all other participating parties, or by mutual agreement. All equipment purchased by the participating agency shall remain the property of the participant; however, any jointly owned network hardware, software, or database information shall remain the property of the remaining Counties.

SECTION 8. EFFECT. Nothing in this Agreement is intended or is construed as any transfer or contracting away of the powers or function of one (1) party to the other(s).

SECTION 9. TERM. This Agreement shall take effect on the ____ day of _____, and shall remain in effect unless otherwise terminated as defined in Section 7 above. Thereafter, this Agreement shall be automatically renewed unless terminated in writing by any or all parties.

SECTION 10. THIRD PARTY BENEFICIARIES. This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 11. SEVERABILITY. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

SECTION 12. NON-WAIVER. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

SECTION 13. RECORDING OF AGREEMENT. The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Taylor County, Florida.

SECTION 14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

By: _____

Pam Feagle, Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Annie Mae Murphy, Clerk of the Court

Conrad Bishop, Taylor County Attorney

(SEAL)

**Wayne Padgett in his Official Capacity as
Sheriff of Taylor County**

**BOARD OF COUNTY COMMISSIONERS
DIXIE COUNTY, FLORIDA**

By: _____
W.C. Mills, Chair

ATTEST:

Dana Johnson, Clerk of the Court

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Michael Osteen, Dixie County Attorney

(SEAL)

Dewey H. Hatcher or Designee in his
Official Capacity as Sheriff of Dixie County

EXHIBIT "A"

(Pertinent Definitions)

Alternate Routing: The capability of routing 9-1-1 calls to a designated alternate location(s) if all 9-1-1 trunks are busy or out of service. May be activated upon request or automatically, if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.

Default Routing: The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI/ALI failure or other cause.

E911 (Enhanced 9-1-1): A telephone system which includes network switching, data base and Public Safety Answering Point premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.

PSAP (Public Safety Answering Point): A set of call takers authorized by a governing body and operating under common management which receives 9-1-1 calls and asynchronous event notifications for a defined geographic area and processes those calls and events according to a specified operational policy.

Selective routing: The process by which 9-1-1 calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, ect. Location may be provided in the form of an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude).

Selective transfer: The capability to transfer a 9-1-1 call to a response agency by operation of one of several buttons typically designated as police, fire, and emergency medical; based on the ESN of the caller.

§163.01: Florida Interlocal Cooperation Act of 1969

§768.28: Waiver of sovereign immunity in tort action; recovery limits; limitation on attorney fees; statute of limitation; exclusions; indemnification; risk management programs

INTERLOCAL AGREEMENT BETWEEN TAYLOR COUNTY AND MADISON COUNTY **FOR THE PROVISION OF 9-1-1 CALL TRANSFERS AND ROUTING**

This agreement is entered into this ____ day of _____, 2019, between Taylor County, a political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Taylor", Wayne Padgett in his official capacity as Sheriff of Taylor County an office established by the Florida Constitution hereinafter referred to as "Sheriff" and Madison County, a political subdivision of Florida, hereinafter referred to as "Madison" (collectively the "Counties");

WITNESSETH

WHEREAS, the Counties and Sheriff are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Taylor County; and,

SECTION 1. PURPOSE AND INTENT OF AGREEMENT. The Counties participating in the Agreement, herein referred to as "Taylor" and "Madison", agree to participate in a mutual aid 9-1-1 system. In Taylor the 9-1-1 system is administered by Sheriff. The sharing of which will enhance the ability of all participants to manage emergency 9-1-1 calling, accomplish interoperability, inter-agency communications, and system-wide emergency dispatching and response in both normal and emergency situations.

SECTION 2. NORMAL SYSTEM OPERATIONS. The parties to this agreement recognize the need and benefits of having and maintaining a functional 9-1-1 network for emergency and non-emergency call handling and transfer. Taylor, Sheriff, and Madison agree to assist in the creation and maintenance of any database or databases necessary to build and maintain the network(s).

SECTION 3. ALTERNATE AND DEFAULT ROUTING. Taylor, Sheriff, and Madison shall agree upon set measures for both alternate and default routing of 9-1-1 calling when system or network failures occur during normal operating periods or in times of emergency. The definitions of each shall use the accepted National Emergency Number Association (NENA) proscribed definitions. (Exhibit "A").

SECTION 4. SYSTEM NETWORK AND EQUIPMENT. Taylor and Madison agree to accept responsibility for all equipment purchases and maintenance needed, if any, to provide connection. Both parties must first agree in writing before any charges or expenses are incurred.

SECTION 5. OTHER MATTERS. In addition to the matters set forth above, the parties agree to the additional items which are not inclusive and may be amended on an operational level by the agreement of the parties.

- A) Expeditiously respond to all requests for information relevant to the establishment of the ability to transfer 9-1-1 calls to Madison County.
- B) Work cooperatively and cohesively to establish and maintain all necessary information relevant to 9-1-1 call transfer.
- C) Taylor County Sheriff's Office (TCSO) will immediately notify the Madison County Communications Center as soon as Taylor is aware of the need to transfer 9-1-1 traffic to Madison.

- D) TCSO will dispatch one person to the Madison County Communications Center and have an individual in the Madison County Communications Center during the transferring of 9-1-1 calls from Taylor to Madison.
- E) Taylor will provide, upon request of Madison, all voice recordings of 9-1-1 calls, for a period of 30 days.

SECTION 6. LIABILITIES AND RESPONSIBILITIES OF PARTIES.

- A) Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.
- B) All privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of either party when performing their respective functions within the territorial limits of their respective Counties shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to the Agreement.
- C) Except as herein otherwise provided, all liability for injury to personnel, and loss or damages to equipment shall be borne by the agency employing such personnel and owning or having a percentage interest in such equipment, and all parties shall carry sufficient insurance to cover all such liability.
- D) It is agreed upon that the respective County E911 Coordinators for Taylor and Madison will develop, in conjunction with the PSAP Managers, and alternate and default routing plan for 9-1-1 calls.

SECTION 7. TERMINATION OF AGREEMENT. Any party may terminate this Agreement by giving at least twelve (12) months written notice to all other participating parties, or by mutual agreement. All equipment purchased by the participating agency shall remain the property of the participant; however, any jointly owned network hardware, software, or database information shall remain the property of the remaining Counties.

SECTION 8. EFFECT. Nothing in this Agreement is intended or is construed as any transfer or contracting away of the powers or function of one (1) party to the other(s).

SECTION 9. TERM. This Agreement shall take effect on the ____ day of _____, and shall remain in effect unless otherwise terminated as defined in Section 7 above. Thereafter, this Agreement shall be automatically renewed unless terminated in writing by any or all parties.

SECTION 10. THIRD PARTY BENEFICIARIES. This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 11. SEVERABILITY. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

SECTION 12. NON-WAIVER. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

SECTION 13. RECORDING OF AGREEMENT. The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Taylor County, Florida.

SECTION 14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA**

By: _____

Pam Feagle, Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Annie Mae Murphy, Clerk of the Court

Conrad Bishop, Taylor County Attorney

(SEAL)

**Wayne Padgett in his Official Capacity as
Sheriff of Taylor County**

**BOARD OF COUNTY COMMISSIONERS
MADISON COUNTY, FLORIDA**

**By: _____
Alston Kelley, Chair**

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Billy Washington, Clerk of the Court

George T. Reeves, Madison County Attorney

(SEAL)

**Benjamin J. Stewart or Designee in his
Official Capacity as Sheriff of Madison County**

EXHIBIT "A"

(Pertinent Definitions)

Alternate Routing: The capability of routing 9-1-1 calls to a designated alternate location(s) if all 9-1-1 trunks are busy or out of service. May be activated upon request or automatically, if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.

Default Routing: The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI/ALI failure or other cause.

E911 (Enhanced 9-1-1): A telephone system which includes network switching, data base and Public Safety Answering Point premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.

PSAP (Public Safety Answering Point): A set of call takers authorized by a governing body and operating under common management which receives 9-1-1 calls and asynchronous event notifications for a defined geographic area and processes those calls and events according to a specified operational policy.

Selective routing: The process by which 9-1-1 calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, ect. Location may be provided in the form of an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude).

Selective transfer: The capability to transfer a 9-1-1 call to a response agency by operation of one of several buttons typically designated as police, fire, and emergency medical; based on the ESN of the caller.

§163.01: Florida Interlocal Cooperation Act of 1969

§768.28: Waiver of sovereign immunity in tort action; recovery limits; limitation on attorney fees; statute of limitation; exclusions; indemnification; risk management programs

INTERLOCAL AGREEMENT BETWEEN TAYLOR COUNTY AND JEFFERSON COUNTY FOR THE PROVISION OF 9-1-1 CALL TRANSFERS AND ROUTING

This agreement is entered into this ____ day of _____, 2019, between Taylor County, a political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Taylor", Wayne Padgett in his official capacity as Sheriff of Taylor County an office established by the Florida Constitution hereinafter referred to as "Sheriff" and Jefferson County, a political subdivision of Florida, hereinafter referred to as "Jefferson" (collectively the "Counties");

WITNESSETH

WHEREAS, the Counties and Sheriff are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Taylor County; and,

SECTION 1. PURPOSE AND INTENT OF AGREEMENT. The Counties participating in the Agreement, herein referred to as "Taylor" and "Jefferson", agree to participate in a mutual aid 9-1-1 system. In Taylor the 9-1-1 system is administered by Sheriff. The sharing of which will enhance the ability of all participants to manage emergency 9-1-1 calling, accomplish interoperability, inter-agency communications, and system-wide emergency dispatching and response in both normal and emergency situations.

SECTION 2. NORMAL SYSTEM OPERATIONS. The parties to this agreement recognize the need and benefits of having and maintaining a functional 9-1-1 network for emergency and non-emergency call handling and transfer. Taylor, Sheriff, and Jefferson agree to assist in the creation and maintenance of any database or databases necessary to build and maintain the network(s).

SECTION 3. ALTERNATE AND DEFAULT ROUTING. Taylor, Sheriff, and Jefferson shall agree upon set measures for both alternate and default routing of 9-1-1 calling when system or network failures occur during normal operating periods or in times of emergency. The definitions of each shall use the accepted National Emergency Number Association (NENA) proscribed definitions. (Exhibit "A").

SECTION 4. SYSTEM NETWORK AND EQUIPMENT. Taylor and Jefferson agree to accept responsibility for all equipment purchases and maintenance needed, if any, to provide connection. Both parties must first agree in writing before any charges or expenses are incurred.

SECTION 5. OTHER MATTERS. In addition to the matters set forth above, the parties agree to the additional items which are not inclusive and may be amended on an operational level by the agreement of the parties.

- A) Exeditiously respond to all requests for information relevant to the establishment of the ability to transfer 9-1-1 calls to Jefferson County.
- B) Work cooperatively and cohesively to establish and maintain all necessary information relevant to 9-1-1 call transfer.
- C) Taylor County Sheriff's Office (TCSO) will immediately notify the Jefferson County Communications Center as soon as Taylor is aware of the need to transfer 9-1-1 traffic to Jefferson.

- D) TCSO will dispatch one person to the Jefferson County Communications Center and have an individual in the Jefferson County Communications Center during the transferring of 9-1-1 calls from Taylor to Jefferson.
- E) Taylor will provide, upon request of Jefferson, all voice recordings of 9-1-1 calls, for a period of 30 days.

SECTION 6. LIABILITIES AND RESPONSIBILITIES OF PARTIES.

- A) Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.
- B) All privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of either party when performing their respective functions within the territorial limits of their respective Counties shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to the Agreement.
- C) Except as herein otherwise provided, all liability for injury to personnel, and loss or damages to equipment shall be borne by the agency employing such personnel and owning or having a percentage interest in such equipment, and all parties shall carry sufficient insurance to cover all such liability.
- D) It is agreed upon that the respective County E911 Coordinators for Taylor and Jefferson will develop, in conjunction with the PSAP Managers, and alternate and default routing plan for 9-1-1 calls.

SECTION 7. TERMINATION OF AGREEMENT. Any party may terminate this Agreement by giving at least twelve (12) months written notice to all other participating parties, or by mutual agreement. All equipment purchased by the participating agency shall remain the property of the participant; however, any jointly owned network hardware, software, or database information shall remain the property of the remaining Counties.

SECTION 8. EFFECT. Nothing in this Agreement is intended or is construed as any transfer or contracting away of the powers or function of one (1) party to the other(s).

SECTION 9. TERM. This Agreement shall take effect on the ____ day of _____, and shall remain in effect unless otherwise terminated as defined in Section 7 above. Thereafter, this Agreement shall be automatically renewed unless terminated in writing by any or all parties.

SECTION 10. THIRD PARTY BENEFICIARIES. This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 11. SEVERABILITY. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

SECTION 12. NON-WAIVER. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

SECTION 13. RECORDING OF AGREEMENT. The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Taylor County, Florida.

SECTION 14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

By: _____

Pam Feagle, Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Annie Mae Murphy, Clerk of the Court

Conrad Bishop, Taylor County Attorney

(SEAL)

**Wayne Padgett in his Official Capacity as
Sheriff of Taylor County**

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA**

By: _____
Betsy Barfield, Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kirk Reams, Clerk of the Court

T. Buckingham Bird, Jefferson County Attorney

(SEAL)

**Alfred 'Mac' McNeil or Designee in his
Official Capacity as Sheriff of Jefferson County**

EXHIBIT "A"

(Pertinent Definitions)

Alternate Routing: The capability of routing 9-1-1 calls to a designated alternate location(s) if all 9-1-1 trunks are busy or out of service. May be activated upon request or automatically, if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.

Default Routing: The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI/ALI failure or other cause.

E911 (Enhanced 9-1-1): A telephone system which includes network switching, data base and Public Safety Answering Point premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.

PSAP (Public Safety Answering Point): A set of call takers authorized by a governing body and operating under common management which receives 9-1-1 calls and asynchronous event notifications for a defined geographic area and processes those calls and events according to a specified operational policy.

Selective routing: The process by which 9-1-1 calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, ect. Location may be provided in the form of an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude).

Selective transfer: The capability to transfer a 9-1-1 call to a response agency by operation of one of several buttons typically designated as police, fire, and emergency medical; based on the ESN of the caller.

§163.01: Florida Interlocal Cooperation Act of 1969

§768.28: Waiver of sovereign immunity in tort action; recovery limits; limitation on attorney fees; statute of limitation; exclusions; indemnification; risk management programs

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 884-6113
FAX (850) 884-2433

July 29, 2019

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Interlocal Agreement with Dixie, Madison and Jefferson County
The Provision of 9-1-1 Call Transfers and Routing

Dear Lawanda:

Thank you for your two (2) e-mails of Monday, July 15, 2019, with copies of the Interlocal Agreements with Dixie, Madison and Jefferson Counties.

I have reviewed same and they look okay to me to be put on the agenda for the next regular meeting.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

TAYLOR COUNTY

9.0 SYSTEM SUMMARY

Taylor County has a 911 system consisting of one primary PSAP serving Taylor County and portions of Madison and Jefferson Counties. The PSAP is located in Taylor County Emergency Management Operations Center next to the county jail. Taylor County dispatches calls for the Sheriff's Department, Perry Police Department, City and County Fire Department as well as the Emergency Medical Services. Portions of Taylor County are routed to Dixie County using Dixie County selective router. The small overlaps in Madison and Jefferson counties (<.25% of access lines) are not selectively routed and are handled via interlocal agreements. The calls from the parts of Jefferson and Madison Counties served by the Taylor County 911 system are handled by the Taylor County 911.

9.1 COMMUNICATIONS CENTER

The Communications Center is located in the Taylor County Emergency Management Operations Center. It is managed by the Taylor County Sheriff's Office. All 911 calls for Taylor County are routed to the Primary PSAP. The Communications Center dispatches all for Taylor County Sheriff's Office, Perry Police Department, City and County Fire and emergency medical services within Taylor County.

9.2 SYSTEM MANAGEMENT

The Taylor County E911 system is managed by an E911 County Coordinator, under the operational management of the Taylor County Sheriff's Office. The responsible fiscal agent is the Board of County Commissioners. System maintenance is managed through a contractual agreement with AK & Associates. An AK & Associates technician is in the PSAP one eight-hour days per week.

9.3 INTERLOCAL AGREEMENTS

Table 9.362-3 shows the required interlocal agreements for the Taylor County 911 system. Typical interlocal agreements are shown in the appendix.

Table 9.4-1

TAYLOR COUNTY 911 SYSTEM DEFINITION

Sheriff's Department Primary PSAP

Location	591 Hwy 27 E Perry, FL 32347
Number of Answering Points	4 (2 fully staffed, 1 supervisor position)
Type of answering points	(3) call taker/dispatcher, (1) supervisor
Total Staff	10 (currently at 9 with supervisor)
Number of Logging Recorders	1 - 24 channel recorder
Number of Instant Playback recorders	1 per position (4)
Call Answering Equipment	Frequentis
Trunks	4 wire lines and 17 wireless
Transfer Lines	4
Backup Lines	2
TDD (each answering position capable)	1 per position (4)

TABLE 9.5-1

TAYLOR COUNTY CALL HANDLING**Taylor County Communications Center**

AGENCY	METHOD	VEHICLE
Taylor County Sheriff's Dept	Direct Dispatch	Radio/Telephone
Perry Police Dept.	Direct Dispatch	Radio/Telephone
Taylor County Fire	Direct Dispatch	Radio
City Fire Dept.	Direct Dispatch	Radio
DMH Ambulance Service	Direct Dispatch	Radio
Florida Highway Patrol	Call Relay/ Transfer	Telephone
Madison County 911 Center	Transfer	Telephone/ speed dial
Dixie County 911 Center	Transfer	Telephone/ speed dial
Jefferson County 911 Center	Transfer	Telephone/speed dial
Division of Forestry	Call Relay	Telephone

TABLE 9.6-1

TAYLOR COUNTY INTERLOCAL AGREEMENTS

FIRST PARTY	SECOND PARTY	SUBJECT
Madison County	Taylor County	An interlocal agreement is required to define the call handling method and routing of each type of call received from Madison County citizens at the Taylor County Primary PSAP located in the City of Perry.
Jefferson County	Taylor County	An interlocal agreement is required to define the call handling method and routing of each type of call received from Jefferson County citizens at the Taylor County Primary PSAP located in Perry.
Taylor County	Dixie County	An interlocal agreement is required to define the call handling method and routing of each type of call received from Taylor County citizens at the Dixie County Primary PSAP located in Cross City.

TAYLOR COUNTY BOARD OF COMMISSIONERS
County Commission Agenda Item

SUBJECT/TITLE:



Budget Amendment (2) for Sheriff's Office for Off Duty Deputy Detail Reimbursement

MEETING DATE REQUESTED:

August 5th, 2019

Statement of Issue: Request that the Sheriff's Office be allowed to keep reimbursement amount for Off-Duty Detail for Special Events. Dates April 1st through Sept 30 in the amount of \$55,285

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: Sheriff Wayne Padgett

Contact: Chief Deputy Marty Tompkins

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: List with Off-Duty Detail Events

NOTE: This is to reimburse the Sheriff's Office Budget for the expenses taken from the budget to provide services to the community.

Off Duty Deputy Detail – Special Event Detail – April – September 2019

Iron Horse Mud Bog - \$11,125


Capital Asphalt - \$1,375

EGS - \$975

Wharton Smith (Georgia Pacific) - \$6,950

County Boat Ramp Detail - \$34,860

Total \$55,285

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Budget Amendment (2) for Sheriff's Office for Grant & Agreement Reimbursement Funds
	
MEETING DATE REQUESTED:	August 5 th , 2019

Statement of Issue: Request for Budget Amendment to Sheriff's Office Budget to be allowed to keep reimbursements from Grants, Mobile Crisis Agreement and FSRMF checks in the amount of \$109,440.18 – Dates Covered 4/1/19-9/30/19

- DOT Grant – Speeding & Aggressive Driving - \$15,448.54
- DOT Grant – Impaired Driving - \$16,209.64
- VOCA Grant - \$42,161
- Mobile Crisis Agreement \$25,921
- Florida Sheriff's Risk Management Fund - \$9,700

Total Request- \$109,440.18

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: Sheriff Wayne Padgett

Contact: Chief Deputy Marty Tompkins

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Documents from FSRMF, Mobile Crisis Agreement (Amended)

Note: We are requesting to keep the funds in order to repay the Sheriff's Office Operating Budget for the expenditures associated to the grants.



Memorandum

Date: June 25, 2019
To: Renee Fierro, Taylor County SO
From: Brandy Schaffer *BS*
Re: Taylor County SO-Unit # 2753

2019 JUL -2 PM 1:01
SHERIFF'S OFFICE
TAYLOR COUNTY
FLORIDA

The information contained in this communication is confidential and intended solely for the use of the addressee and may be subject to an attorney/client privilege and/or exempt from disclosure under the public records laws. Any unauthorized use, disclosure or copying is prohibited and may be unlawful. If you have received this communication in error, please contact the undersigned immediately.

Our Event #: EV2019069928
Check Amount: \$3,502.12 (previously issued payment for \$6,197.88)

Please see the attached check.

TOTAL LOSS:

Please forward the executed title to our office and prepare the vehicle for salvage pick-up (remove all Sheriff's Office equipment and decals).

Thanks,

\$9700 -

Amendment # 002
Business Agreement

This Amendment, entered into between BIG BEND COMMUNITY BASED CARE, INC., hereinafter referred to as "BBCBC," and TAYLOR COUNTY SHERIFF'S OFFICE, hereinafter referred to as "Sheriff," amends Business Agreement as follows:

1. Section B. 1. shall be deleted and replaced as follows:

BBCBC Agrees:

1. To pay for services at a rate of \$4333.00 per month for eleven (11) months and the final month at \$4337.00 for a total an annual amount of \$52,000.00.

2. Section C. 1 shall be amended to read"

BBCBC and the Provider Mutually Agree:

1. This Agreement shall be effective from July 1, 2019 to June 30, 2020.

All terms and conditions of the Business Agreement, as well as any supplements and amendments thereto, not in conflict with this Amendment shall remain in force and effect for this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

Taylor County Sheriff's Office

Wayne Padgett

Sheriff

Signature: Wayne Padgett

Date: 6.19.2019

Big Bend Community Based Care, Inc.

Mike Watkins

Chief Executive Officer

Signature: P. East

Date: 6.20.19

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH THE TAYLOR COUNTY SCHOOL BOARD AND THE TAYLOR COUNTY SHERIFF'S OFFICE/EMERGENCY MANAGEMENT FOR EMERGENCY SHELTERING IN TAYLOR COUNTY.

MEETING DATE REQUESTED:

AUGUST 5, 2019

Statement of Issue:

TO PROVIDE CLARIFICATION OF THE ROLE OF EACH AGENCY FOR THE SHELTERING OF THE CITIZENS OF TAYLOR COUNTY DURING A STATE OF LOCAL EMERGENCY.

Recommended Action:

Fiscal Impact:

TBD

Budgeted Expense:

NO

Submitted By:

KRISTY ANDERSON, EM DIRECTOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SECTION 252.38 OF THE FLORIDA STATE STATUTES PROVIDES FOR THE USE OF SCHOOL BOARD FACILITIES AND NECESSARY PERSONNEL TO STAFF THESE FACILITIES DURING A STATE OF LOCAL EMERGENCY. PURSUANT TO THE STATUTE, THE SCHOOL BOARD WILL PROVIDE THE BUILDING, CORE STAFF AND ADDITIONAL SUPPORT IF NEEDED. A PORTION OF THE BUILDING WILL BE CONSIDERED "PET FRIENDLY" AND WILL BE SET UP, STAFFED AND CLEANED BY ANIMAL CONTROL STAFF. THE SHERIFF'S OFFICE/EMERGENCY MANAGEMENT WILL PROVIDE CERT VOLUNTEERS TO STAFF THE SHELTER, ALONG WITH RED CROSS VOLUNTEERS.

ACCORDING TO THE TERMS OF THE AGREEMENT, REIMBURSEMENT TO THE SCHOOL BOARD WILL BE MADE IN A LUMP SUM WITHIN 60 DAYS. THE SHERIFF'S OFFICE/EMERGENCY MANAGEMENT WILL ASSIST THE COUNTY WITH FILING FOR FEMA REIMBURSEMENT FOR THE COSTS PAID TO THE SCHOOL BOARD.

Options:

APPROVE/REVISE

Attachments:

DRAFT AGREEMENT
LETTER FROM COUNTY ATTORNEY

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

July 29, 2019

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Emergency Shelter Interlocal Agreement

Dear Lawanda:

Pursuant to your e-mail of 7/22/19, I have reviewed the Agreement and it looks okay to me.

I will say that the Statewide Agreement Form C (Contact Information for Authorized Representatives) needs to be updated to replace Mr. Lakey with you.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

**INTERLOCAL AGREEMENT
FOR
EMERGENCY SHELTERS
IN TAYLOR COUNTY**

THIS AGREEMENT made this _____ day of _____, 2019, by and between the Taylor County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Taylor County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board", and the Taylor County Sheriff's Office.

WHEREAS, the County, School Board, and the Taylor County Sheriff's Office/EM recognize their mutual obligations and responsibility for the sheltering of the citizens of Taylor County during a state of declared local emergency, and

WHEREAS, it is mutually beneficial for the County, School Board, and the Taylor County Sheriff's Office/EM to support efforts that facilitate communications and coordination; and

WHEREAS, the County, School Board, and the Taylor County Sheriff's Office/EM recognize the mutual benefits which will arise from the School Board providing facilities and staff to assist the County during a state of declared local emergency; and

WHEREAS, Section 252.38 (d), Florida Statutes, provides for the use of School Board facilities and necessary personnel to staff such facilities during declared emergencies; and

WHEREAS, Section 1013.372, Florida Statutes, requires the incorporation of Enhanced Public Shelter Design Criteria in new educational facilities to serve as public shelters for emergency management purposes; and

WHEREAS, Section 1013.372, Florida Statutes, provides exemption criteria from using the Enhanced Shelter Design Criteria; and

WHEREAS, Section 252.385, Florida Statutes, defines the State's intent to not have a deficit of safe public shelter space in any region of the State; and

WHEREAS, through this agreement the County, School Board, and the Taylor County Sheriff's Office/EM wish to maintain and enhance their cooperative and productive relationship to serve the citizens of Taylor County; and

NOW, THEREFORE, by it mutually agreed between the County, School Board, and the Taylor County Sheriff's Office/EM that the following requirements, criteria, standards and procedures shall be utilized in the preparing and coordinating the sheltering needs of the citizens of Taylor County during a state of declared local emergency:

1. This Interlocal Agreement is entered into pursuant to the provisions of Sections 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:
 - (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensations and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement;
 - (b) This Interlocal Agreement does not and shall not be deemed to relieve any other parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to the Interlocal Agreement, in which case performance provided hereunder may be offered in satisfactions of the obligation or responsibility;
2. If any provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
3. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
4. No waiver by either party of any term or condition of the Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different sections, subsection, paragraph, subparagraph, clause, phrase, or other provision of the Agreement.
5. Throughout the year the School Board shall work cooperatively with the County and the Taylor County Sheriff's Office/EM to enhance the sheltering operations.

- a. The School Board will provide the building, core shelter staff that will include administration, custodial, and food service personnel. In addition, district support teams from Information Services, Transportation, Equipment, Materials, Facilities, Maintenance and Custodial may be required.
6. In the event a state of local emergency is declared by the County:
 - a. The Taylor County Director of Emergency Management or designee shall notify the School Board Superintendent of the declaration of a state of local emergency.
 - b. The School Board shall, in a manner consistent with the County's Emergency Plan, render assistance to the County.
 - c. The Taylor County Director of Emergency Management or designee shall coordinate the activities and services included in the Emergency Plan, pursuant to Section 252.38, Florida Statutes.
 - d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter and during operation of the shelter.
 - e. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.
7. For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.
8. The County shall reimburse the School Board for actual costs to the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS – 214 form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources.
9. The County shall reimburse the School Board for actual costs to the School Board for all eligible supplies and eligible materials utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5),

Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 60 days, or as soon as possible.

10. This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, Florida Statutes, and to the plans of the Federal Government and the State of Florida acting through the State Division of Emergency Management.
11. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.
12. The term of this Interlocal Agreement shall be for a period of six months. After six months both parties will make a unified decision to make any agreed upon changes. If no changes then the term may be extended for an additional 1 year upon mutual agreement by the Board of County Commissioner and Taylor County School Board. The agreement will automatically renew each year unless either party makes known needed changes.
13. The Taylor County School Board shall allow a portion of the shelter be identified as a "Pet Friendly" shelter. Taylor County Animal Control will staff this shelter and clean upon exit. The Taylor County School Board will provide the building, a facility supervisor, custodian, and one kitchen worker to assist with shelter needs at the school.
14. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Taylor County.
15. The Taylor County Sheriff's Office/EM Department shall provide annual training for all shelter workers involved with shelter operations. The Taylor County Sheriff's Office/EM Department will provide CERT volunteers to "man" the shelter along with Red Cross volunteers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

ATTEST:

ATTEST:

By: _____

By: _____

TAYLOR COUNTY SCHOOL BOARD

TAYLOR COUNTY

By: _____
Danny Glover, Superintendent
School District of Taylor County

By: _____
Pam Feagle, Chairman
Taylor County School Board

TAYLOR COUNTY SHERIFF'S OFFICE

By: _____
Wayne Padgett
Sheriff Taylor County

17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the Certificate of Expenditure to the Volunteer Fire Assistance Grant Program thru Florida Forest Service in the amount of \$10,421.45. The grant funds were used to purchase bunker gear for firefighters.

MEETING DATE REQUESTED:

August 5, 2019

Statement of Issue:

Board to approve the Certificate of Expenditure to Florida Forest Service requesting reimbursement for the purchase of five sets of bunker gear for Taylor County Fire Rescue.

Recommended Action:

Board to approve Certificate of Expenditure

Fiscal Impact:

The project had a total cost of \$10,421.45 and the County had a match of 5,210.73. The County will be reimbursed \$5,210.72.

Budgeted Expense:

Yes, the match funds were previously budgeted to purchase this equipment.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is requesting reimbursement in the amount of \$5,210.72 for the purchase of five sets of bunker gear.

Attachments:

Certificate of Expenditure and support documentation



Florida Department of Agriculture and Consumer Services
Florida Forest Service

NICOLE "NIKKI" FRIED
COMMISSIONER

CERTIFICATE OF EXPENDITURE

This will certify that all funds received by:

Taylor County Board of County Commissioners
(Name of Entity)

under the Year 20 19 Volunteer Fire Assistance Federal Cost-share program were spent in accordance with the Grant application, as amended, and as approved by the Florida Department of Agriculture and Consumer Services, Florida Forest Service.

This I attest, under penalties of perjury:

Pam Feagle
(Printed Name)

Board Chairman
(Title)

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn before me on this _____ day of _____, 20____

_____ personally appeared before me,
whom I personally know.

NOTARY PUBLIC (Seal)

BOARD OF COUNTY COMMISSIONERS

VENDOR NO. 004740

CHECK NO. 60493

Account	Purchase Order	Invoice Number	Amount	Description
0195	55201	20190790	246.34	THOROGOOD BOOT POWER
0195	55201	20190790	10,175.11	19" LONG NOMEX HOOD N

004740

NAFECO INC.

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 620
PERRY, FL 32348
GENERAL FUND

CHECK DATE

05/06/19

CHECK NO.

60493

CITIZENS STATE BANK
PERRY, FL 32348

63-650/631

AMOUNT

\$***10,421.45*

VOID AFTER 180 DAYS
GENERAL FUND

PAY THE SUM OF *****10421* DOLLARS AND *45* CENTS

TO THE
ORDER
OF

NAFECO INC.
ACCOUNTS RECEIVABLE
1515 WEST MOULTON STREET
DECATUR AL 35601-2100

024
NON-NEGOTIABLE

CHAIR

024
NON-NEGOTIABLE

CLERK

** NON-NEGOTIABLE **



TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO BOX 620
PERRY, FL 32348

NAFECO INC.
ACCOUNTS RECEIVABLE
1515 WEST MOULTON STREET
DECATUR AL 35601-2100



NAFECO
1515 West Moulton Street
Decatur, AL 35601
United States of America
Phone: 800-628-6233 Fax: 256-355-0852

INVOICE

	2
	992906
	1/31/19

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TAY035
TAYLOR CO BD OF CO COMMISSION
ATTN: ACCOUNTS PAYABLE
P.O. BOX 620
PERRY, FL 32348-0620
United States of America
18508383506

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TAYLOR COUNTY FIRE RESCUE
501 INDUSTRIAL PARK DR.
PERRY, FL 32348
United States of America
18508383506

We accept all major credit cards. However, each transaction is subject to a 3% handling fee.

CHIEF CASSEL	Best Way	INVOICE	1/29/19	992906-000	47
SPECIAL INSTRUCTIONS > AH/JS					
1.00	1.00	.00	EA	Leather, NFPA, Gauntlet, Sz: L FC-P5000-XL Firecraft Glove, Phoenix	75.0000 75.00
4.00	4.00	.00	EA	Leather, NFPA, Gauntlet, Sz:XL 6-2C-992906 Paul Conway 6" Leather Shield for Lion Legend w/Internal Eye	45.0000 180.00
1.00	1.00	.00	EA	6-2C-992906A Paul Conway 6" Leather Shield for Lion Legend w/Internal Eye	45.0000 45.00
0 • C					
0 • C					
10,175.11 +					
246.34 +					
10,421.45 *					
10175.11	.00	.00	10175.11	.00	10175.11

RECEIVED

APR 16 2019

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

PAID

APPROVED

MAY - 6 2019

TAYLOR COUNTY FCC

part 102



NAFECO
1515 West Moulton Street
Decatur, AL 35601
United States of America
Phone: 800-628-6233 Fax: 256-355-0852

INVOICE

	1
	992906
	1/31/19

SOLD TO
TAY035
TAYLOR CO BD OF CO COMMISSION
ATTN: ACCOUNTS PAYABLE
P.O. BOX 620
PERRY, FL 32348-0620
United States of America
18508383506

SHIP TO
TAYLOR COUNTY FIRE RESCUE
501 INDUSTRIAL PARK DR.
PERRY, FL 32348
United States of America
18508383506

We accept all major credit cards. However, each transaction is subject to a 3% handling fee.

CHIEF CASSEL	Best Way	INVOICE	1/29/19	992906-000	47
SPECIAL INSTRUCTIONS > AH/JS					
EMAIL INVOICES TO dcassel@taylorcountygo v.com					
5.00	5.00	.00 EA	Ups Tracking# - 1Z3334500347481126 CLTM-D9-992906 Lion Liberty Coat Khaki Armor AP	880.0000	4400.00
5.00	5.00	.00 EA	PLBM-D9-992906 Lion Liberty Pant Khaki Armor AP	530.0000	2650.00
5.00	5.00	.00 EA	SB640 LION Suspender, Liberty High Back, EZ H-Back, 40"	30.0000	150.00
4.00	4.00	.00 EA	LFH91201-21 LION Legend Helmet Retractable Eye Guard, Black	260.0000	1040.00
1.00	1.00	.00 EA	LFH91201-41 LION Legend Helmet Retractable Eye Guard, Red	260.0000	260.00
5.00	5.00	.00 EA	ULFRNH2E-13 Quest FF Hood, 19" Long, Nomex Blend, 2-Ply, NFPA Compliant	17.9500	89.75
1.00	1.00	.00 EA	804-6369-11W Thorogood Boot, Leather QR14, Sz: 11W	246.3400	246.34
1.00	1.00	.00 EA	804-6369-125M Thorogood Boot, Leather QR14, Sz: 125M	246.3400	246.34
1.00	1.00	.00 EA	804-6369-105M Thorogood Boot, Leather QR14, Sz: 105M	246.3400	246.34
1.00	1.00	.00 EA	804-6369-95M Thorogood Boot, Leather Power HV, 14", Sz: 95M	246.3400	246.34
4.00	4.00	.00 EA	FC-P5000-L Firecraft Glove, Phoenix	75.0000	300.00
<div style="text-align: center;"> <p>RECEIVED</p> <p>APR 16 2019</p> <p>ANNIE MAE MURPHY CLERK CIRCUIT COURT TAYLOR COUNTY, FLORIDA</p> <p>PAID</p> <p>MAY -6 2019</p> </div>					
TAYLOR COUNTY, FLORIDA					



NAFECO
1515 West Moulton Street
Decatur, AL 35601
United States of America
Phone: 800-628-6233 Fax: 256-355-0852

INVOICE

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977491
4/11/19

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TAY035
TAYLOR CO BD OF CO COMMISSION
ATTN: ACCOUNTS PAYABLE
P.O. BOX 620
PERRY, FL 32348-0620
United States of America
18508383506

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TAYLOR COUNTY FIRE RESCUE
501 INDUSTRIAL PARK DR.
PERRY, FL 32348
United States of America
18508383506

We accept all major credit cards. However, each transaction is subject to a 3% handling fee.

CHIEF CASSEL	Best Way	INVOICE	4/09/19	1004098-000	47
SPECIAL INSTRUCTIONS >					
1.00	1.00	.00	EA	EMAIL INVOICES TO dcassel@taylorcountyo v.com Ups Tracking# - 1Z3334500347767247 804-6369-10W Thorogood QR14 Leather Boot, 14", NFPA Structural, Sz: 10W **DNM PFM SENT TO CUST	246.3400
					246.34
RECEIVED APR 16 2019 ANNIE MAE MURPHY CLERK CIRCUIT COURT TAYLOR COUNTY, FLORIDA					
PAID					
APPROVED MAY - 6 2019 TAYLOR COUNTY BOG					
246.34	18.00	.00		264.34	.00

246.34

18.00

.00

264.34

.00

264.34

Final
A Right Total

PLEASE
SHIPPING

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**
PO BOX 620
PERRY, FL 32348

PURCHASE ORDER NO. 20190790

PAGE NO. 1

Submit original invoice to the above address

VENDOR
004740
NAFECO INC.
ACCOUNTS RECEIVABLE
1515 WEST MOULTON STREET
DECATUR AL 35601-2100

FAX: 256-355-0852

SHIP TO
TAYLOR COUNTY FIRE DEPARTMENT
501 INDUSTRIAL PARK DRIVE
PERRY, FL. 32347

ATTN:
purchasing@taylorcountygov.com

ORDER DATE: 02/25/19		BUYER: DAN CASSEL		REQ. NO.: R1900848		REQ. DATE:	
TERMS: NET 30 DAYS		F.O.B.:		DESC.: BUNKER GEAR			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
[REDACTED]							
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$			
01	0195 55201	4,400.00		TOTAL \$	10,421.45		
02	0195 55201	2,650.00					
03	0195 55201	150.00					
04	0195 55201	1,300.00					
05	0195 55201	225.00					
06	0195 55201	89.75					
07	0195 55201	1,231.70					
08	0195 55201	375.00					

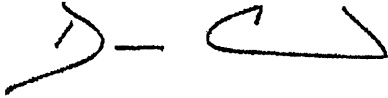
Lelwanda Pemberton
COUNTY ADMINISTRATOR

APPROVED BY

Jim Taylor
DIRECTOR OF PURCHASING

Reference PO# 20190790

The Invoice for NAFECO was dated prior to the PO#20190790 due to an error made by the vendor. The salesperson prematurely submitted the order in their system prior to being given the purchase order. The vendor was the lowest price quote received, however they were advised of our purchasing process and that we must have a purchase order provided to them prior to placing any order.

A handwritten signature in black ink, appearing to read 'D-C' followed by a stylized flourish.

Dan Cassel

PAID

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Turn-off Permits
MEETING DATE REQUESTED:	August 5, 2019

Statement of Issue Request for change to turn-off permit.

Recommended Action Approve requesting proposals for change in turn-off permits

Fiscal Impact \$0.00

Submitted By: Public Works **Contact:** Hank Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: With the current permit at \$5.00, it is costing the county \$115.00

Options: Approve requesting proposals to increase the current fee for turn-off permits or allow a contractor to install culvert and haul Limerock for the applicant.

Attachments: Current Turn-off Permit

Construction & Hauling

Melvin Bowden Jr. - Melvin's Hauling, Inc.

PO Box 887

Perry, FL 32348

Cell: 850-843-0184

Res: 850-578-2615

Sam Boyer - Boyer Construction Company Inc.

4290 Golf Course Rd.

Perry, FL 32348

Cell: 850-838-6036

Office: 850-584-9547

Padgett Lawn Care, LLC

8950 E. Hwy 27

Perry, FL 32347

Office: 850-843-0708

Donald Blue Blue Rok Inc.

4010 Olin Davis Rd.

Perry, FL 32347

Office: 850-584-4324



TAYLOR COUNTY

TURN-OFF PERMIT COUNTY ROAD RIGHT-OF-WAY

FEE: \$5.00
NON-REFUNDABLE

NAME: _____

MAIL ADDRESS: _____

PHONE #: _____

SITE ADDRESS: _____

DIRECTIONS:

I CERTIFY THAT THE TURN-OFF WILL BE INSTALLED ACCORDING TO SPECIFICATIONS OF THE TAYLOR COUNTY PUBLIC WORKS DEPARTMENT. I UNDERSTAND THAT IF THE TURN-OFF IS NOT INSTALLED ACCORDING TO THE SPECIFICATIONS, IT WILL BE REMOVED FROM THE COUNTY ROAD RIGHT-OF-WAY, AT THE OWNERS EXPENSE, AND WILL NOT BE MAINTAINED BY THE COUNTY.

7/31/2019

DATE

APPLICANT

DATE

HANK EVANS
PUBLIC WORKS DIRECTOR

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Sign Applications to FWC, FDEP and USCOE for Re-Permitting Keaton Beach Canals Waterway Markers to include new marker signs

Meeting Date:

August 5, 2019

Statement of Issue: Sign the applications prepared for FWC, the Department of Environmental Protection (FDEP) and the US Corp of Engineers (USCOE) to apply for an amendment of FWC Permit No. 94-072 and include new waterway markers (signs and buoys).

Recommendation: Sign the applications to proceed with the authorization process.

Fiscal Impact: \$ TBD **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has agreed in the need to amend FWC Permit No. 94-072 that establishes the waterway markers in Keaton Beach / Cedar Island Canals safe boating zone, and include two metal signs at the end of the canal / beginning of Keaton's pier, and two buoys marking a "Danger" zone (rocks / shoal). FWC requested to submit a new Florida Uniform Waterway Marker (FUWM) Application, which needs to include copies of the FDEP and USCOE applications. Applications to FWC, FDEP and USCOE are ready to be send and need To be approved and signed by the Board.

Options:

1. Approve and sign the FWC, FDEP and USCO applications
2. Deny the approval and dismiss the process

Attachments:

1. Applications to FWC, FDEP and USCO
2.



Florida Uniform Waterway Marker (FUWM) Application Checklist

Checklist should be used in conjunction with 68D-23 FAC

Directions:

The application checklist is a guide provided by the FWC Waterway Management Unit to aid applicants in completing the Florida Uniform Waterway Marker (FUWM) permit application. *(Items denoted with * are only needed for permits regulating boating-restricted areas, pursuant to 327.46(1)(b) and 327.46(1)(c), Florida Statute.)*

Please complete the form and attach the necessary documents as specified in each section. As the form is fillable, it is encouraged that the applicant utilizes the text boxes to submit the Statement of Purpose (section I) and the Marker and/or Sign Specification(s) (section IV). The Marker Data Form, which contains the marker data, should be submitted using the Excel form provided by the FWC Staff. The Marker Data Form (section II), the sign graphics (section IV), and the scale drawing(s) (section III) should be submitted along with this checklist.

If you have any questions, or need any clarification, please do not hesitate to contact the FWC Waterway Management Unit via phone, (850) 488-5600, or email, Waterway.Management@MyFWC.com.

TABLE OF CONTENTS		
I.	Statement of purpose	
II.	Application Form	<input checked="" type="checkbox"/> A
III.	Scale drawings	<input checked="" type="checkbox"/> A
IV.	Marker and/or Sign Specifications	<input checked="" type="checkbox"/> A
V.	*Regulatory Instrument	<input type="checkbox"/> A

Completed by FWC Staff

Date Received:

FWC Reviewer: Kate Gorman

Reviewer Phone: (850) 617-9493

Reviewer Email: Kate.Gorman@MyFWC.com

Completed by Applicant

Applicant Organization: Taylor County Board of County Commissioners

Applicant Name: Pam Feagle

Phone: 850-838-3508

Email: victorblancomar@ufl.edu

Name of Waterway: Keaton Beach Canals

City: Keaton Beach

County: Taylor



Florida Uniform Waterway Marker (FUWM) Application Checklist

Checklist should be used in conjunction with 68D-23 FAC

I. Statement of purpose (cover letter)

- Justification for identifying the area
- Names of the entities who will be responsible for the upkeep and maintenance of the marker(s)
- **Location of the danger, hazard to navigation, or obstruction that is being posted (if applicable)*

Statement of Purpose:

The Taylor County Board of County Commissioners (TCBOCC) needs to amend Permit No. 94-072 for Keaton Beach / Cedar Island Canals Boating Safety Zone and add new markers to those listed in the permit to improve the safety of boaters and waterfront property owners and enforce a better boating among residents and visitors in Keaton Beach canals. The last section of Keaton's Beach canal, aligned with Keaton's pier and end of paved road, presents a narrow navigational channel and low tide hazards (shoal and rocks) that need to be better marked, not only because it can cause a damage for boats, but also navigating outside of the canal move sediments to the channel which reduces the lifetime of maintenance dredging in the area. By adding and installing Idle Speed / No Wake signs, and two buoys marking the danger zone it can be reduce the risk to navigation in the canals. The TCBOCC is the entity responsible for upkeep and maintain the markers.

The danger zone, including rocks and shoal areas in low tide, is located within the irregular polygon described by the point of coordinates:

P1 29.818689 N, -83.593056W
P2 29.818131 N, -83.592900 W
P3 29.817705 N, -83.591924 W
P4 29.818015 N, -83.591804 W

FWC Staff Comments:

FWC Permit No.: 94-072		FLORIDA UNIFORM WATERWAY MARKER APPLICATION Boating and Waterways	
1. Date: 8/5/2019	2. Action Requested: <input type="checkbox"/> Establish Boating Restricted Area <input type="checkbox"/> Permit to Place & Maintain Uniform Waterway <input checked="" type="checkbox"/> Change/Amend FUWM Permit <input type="checkbox"/> Marker(s) Discontinue Request or Repeal Existing Permit <input type="checkbox"/> Transfer of Ownership		
3. Name of Affected Waterway(s): Keaton Beach Canal		4. Locality: City Keaton Beach County (FIPS Code) 123	5. Intracoastal Waterway: <input type="radio"/> Yes <input type="radio"/> No
6. Type of Regulatory, Special Purpose, or Other Buoy UMW(s) Requested (check all that apply): <input type="checkbox"/> Slow Speed Minimum Wake <input checked="" type="checkbox"/> Idle Speed No Wake <input type="checkbox"/> Resume Normal Safe Operation <input type="checkbox"/> Vessel Exclusion <input checked="" type="checkbox"/> Danger <input type="checkbox"/> Mooring Buoy <input type="checkbox"/> Information <input type="checkbox"/> Other (specify) <input type="checkbox"/> Speed Zone _____ MPH <input type="checkbox"/> Special Marine Event <input type="checkbox"/> Aid to Navigation			
7. Registered Consultant (Person applying on behalf of applicant)		8. Applicant (Person Responsible For Placement & Maintenance of UMW (s))	
Consultant Company: Taylor County Extension Service		Applicant Organization: Taylor County Board of County Commissioners	
Contact Person: Victor Blanco		Applicant Name: Pam Feagle	
County: Taylor		Title: Chairperson	
Address w/zip code: 203 Forest Park Dr. Perry, FL 32348		Address w/zip code: 203 Forest Park Dr. Perry, FL 32348	
E-MAIL ADDRESS: victorblancomar@ufl.edu		Phone: 850-838-3508 Suncom: Fax #: E-MAIL ADDRESS: victorblancomar@ufl.edu	
		10. Regulation Establishing Boating Restricted Area: Regulation # 2000-9 Date 7/18/2000	
9. Hold Harmless Agreement (Nongovernmental applicants only) The applicant, to the extent authorized by law, agrees and promises to hold harmless the State of Florida, its employees, agents or successors, from fault with respect to any claim or claims arising from alleged negligence in the placement, maintenance, operation, and removal any and all marker signs placed by the applicant pursuant to this permit. Applicant further agrees to indemnify the State of Florida for any and all legal fees and costs incurred in defense of any suit brought against the State as a result of alleged negligence by the applicant in the placement, maintenance, operation, or removal of the marker signs. Authorized Signature: Print Name: PAM FEAGLE Title: BOCC Chairperson		Provide copies of your completed applications to USCG and USCOE at the time you submit your completed application to this office. United States Coast Guard (USCG) _____ Army Corps of Engineers (USCOE) _____ Consent of Submerged Landowner _____ Your application package for the placement of markers must include the information required pursuant to 68D-23 F.A.C. Information is available at http://www.myfwc.com/boating/waterway/markers/	
		Please contact the Boating and Waterways Section with any questions: Boating & Waterways Section 620 South Meridian Street Tallahassee, Florida 32399 850-488-5600 facsimile 850-488-9284 or via e-mail to: waterway.management@MyFWC.com	

Application for Individual and Conceptual Approval Environmental Resource Permit and Authorization to Use State-Owned Submerged Lands

Florida Department of Environmental Protection/
Water Management Districts

Effective June 1, 2018



Instructions for Use of This Form:

This form is designed to assist you in submitting a complete application. All applications must include Section A- General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbooks Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C., and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Type of Activity	Section A	Section B	Section C	Section D	Section E	Section F	Section G	Section H
Fill in wetlands or waters for a single family residence?	Y	Y	N	N	N	N	N	N
Docks, shoreline stabilization, seawalls associated with a single family residence?	Y	Y	N	N	N	Y, as needed	N	N
Wetland impacts (other than association with an individual residence)?	Y	N	Y	N	N	N	N	N
Boating facilities, a marina, jetty, reef, or dredging?	Y	N	Y	Y	N	Y, as needed	N	N
Any work on state owned submerged land?	Y	N	Y	N	N	Y	N	N
Construction of a stormwater management system?	Y	N	Y, as needed	N	Y	N	N	N
Constructing a mitigation bank?	Y	N	Y	N	Y, as needed	N	Y	N
Creating a mine?	Y	N	Y, as needed	N	N	N	N	Y

Note- if you are required to provide Section B, then you do not have to provide any other Sections, unless the activities are on state-owned submerged lands. In that case, Section F will also be required.

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

Section A: General Information for All Activities

Part 1: Name, Application Type, Location, and Description of Activity

A. Name of project, including phase if applicable: Improvement of Keaton Beach Canals Waterway Markers

B. This is for (check all that apply):

- ☒ Construction and operation of **new** works, activities, and/ or a stormwater management system
- ☐ **Conceptual Approval** of proposed works, activities and/ or a stormwater management system
- ☐ Modification or alteration of **existing** works, activities, and/or a stormwater management system. Provide the existing DEP or WMD permit #, if known: Note: Minor modifications do not require completion of this form, and may instead be requested by letter in accordance with section 6.2 of Applicant's Handbook Volume I.
- ☐ **Maintenance or repair** of works, activities, and/ or a stormwater management system previously permitted by the DEP or WMD. Provide existing permit #, if known:
- ☐ Abandonment or removal of works, activities, and/ or a stormwater management system.
Provide existing DEP or WMD permit #, if known:
- ☐ Operation of an **existing unpermitted** work, activity, and/or stormwater management system.
- ☒ Construction of additional phases of a permitted work, activity, or system.
Provide the existing DEP or WMD permit #, if known: 94-072

C. List the type of activities proposed. Check all that apply, and provide the supplemental information requested in each of the referenced application sections. Please also reference Applicant's Handbook Volumes I and II for the type of information that may be needed.

- ☐ Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a General Permit: **Provide the information requested in Section B. Do not complete Section C.**
- ☐ Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual single-family residence). Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, and restoration/enhancement. **Provide the information requested in Section C.**

- ☐ Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**
- ☒ Activities that are (or may be) located within, on, or over state-owned submerged lands (See Chapter 18-21, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>): **In addition to Section B or C, also provide the information requested in Section F.**
- ☐ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**
- ☐ Creation or modification of a Mitigation Bank (refer to Chapter 62-342, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342>): **Provide the information requested in Section G.**
- ☐ Mines (as defined in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**
- ☐ Other, describe: Please contact the Agency to determine which additional sections of the application are needed. See Attachment 2 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit:
 Permitting of four new waterway markers in Keaton Beach Canals, described with Reference No. 18A, 18B, 19A and 20A. Markers 18A and 18B refers to double pile square "Idle Speed / No Wake" metal signs. Markers 19A and 20A refers to buoys marking "Danger"

E. Project/Activity Street/Road Address or other location (if applicable): Keaton Beach Canals
 City: Keaton Beach County(ies): Taylor Zip: 32348

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

F. Project location map and Section, Township, and Range information (use additional sheets if needed):

Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.

Section(s): Township: Range: Land Grant name, if applicable:
 Section(s): Township: Range:

1. Section(s): Township: Range:

- G. Latitude (DMS) 29° 49' 08.2" Longitude (DMS) 83° 35' 35.8" for Marker 18A/B. Latitude (DMS) 29° 49' 07.3" Longitude (DMS) 83° 35' 35.2" for Marker 19A; and Latitude (DMS) 29° 49' 05.3" Longitude (DMS) 83° 35' 34.7" for Marker 20A (Taken from central location of the activity).

Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource):
GPS72 Garmin and Google Maps

- H. Tax Parcel Identification Number(s): 06949-200

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

- I. Directions to Site (from major roads; include distances and landmarks as applicable): from intersection US HWY19 and Jefferson Street in Perry, Florida, continue south HWY19 for 3.6 miles. Turn right to Beach Road and continue by Beach Rd for 18.3 miles. Turn right at Marina Rd to access Keaton Beach Public Boat Ramp. Once at the canal (waterway) continue by boat by the main canal for 1,250 ft and slightly turn left to continue in main canal. Continue in main canal for 2,250 ft and you'll arrive destination.

- J. Project area or phase area: 5 sqft (3 sqft for metal signs and 1 sqft for each buoy)

- K. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:
Keaton Beach Canal

The following questions (M-O) are not applicable to activities related to an individual single-family residence, including a dock, pier, and/or seawall associated with that residence.

- L. Is it part of a larger plan of development or sale? ☐ yes ☒ no

- M. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable): N.A.

acres or square feet

- N. Volume of water the system is capable of impounding (if applicable): N.A.

Normal Pool: acre-feet. Depth ft.
Maximum Pool: acre-feet. Depth ft.

Part 2: Supplemental Information, and Permit History

Form 62-330.060(1) - Application for Individual and Conceptual Approval Environmental Resource Permit and Authorization to Use
State-Owned Submerged Lands

Incorporated by reference in subsection 62-330.060(1), F.A.C. (June 1, 2018)

Section A, Page 5 of 10

- A. Is this an application to modify an existing Environmental Resource Permit or to construct or implement for part of a multi-phase project, such as a project with a Conceptual Approval permit? ☒ Yes ☐ No (If you answered "yes", please provide permit numbers below):

Agency	Date	Permit/Application No.	Project Name
FWC	8/18/2010	94-072	Keaton Beach / Cedar Island Canals Boating Safety Zone
FDEP	7/28/1995	Submerge Land Use 94-072	Keaton Beach / Cedar Island Canals Boating Safety Zone
Taylor County	5/2/1994	County Ordinance 94-02	Keaton Beach / Cedar Island Canals Boating Safety Zone
Taylor County	7/18/2000	County Ordinance 2000-9	Keaton Beach / Cedar Island Canals Boating Safety Zone

- B. Indicate if there have been any **pre-application meeting(s)** with the DEP, WMD, or delegated local government, or other discussions, meetings, or coordination with other stakeholders or agencies about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

Agency	Date	Location	Meeting Attendees

- C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H.** However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.
- D. **Processing Fee: Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Appendix D of Applicant's Handbook Volume I to determine the appropriate fee.

Part 3: Applicant and Associated Parties Information

Instructions: Please complete the following sections. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. Applicant (Entity Must Have Sufficient Real Property Interest)

☒ This is a Contact Person for Additional Information

Last Name: PAM First Name: FEAGLE Middle Initial:
Title: Chairperson Company: Taylor County Board of County Commissioners
Address: 201 E Green St
City: Perry State: FL Zip: 32347
Home Telephone: Work Telephone: 850-838-3500
Cell Phone:
E-mail Address: LPemberton@taylorcountygov.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

B. Land Owner(S) (If Different or in Addition to Applicant)

☐ Check here if land owner is also a co-applicant

Last Name: First Name: Middle Initial:
Title: Company:
Address:
City: State: Zip:
Home Telephone: Work Telephone:
Cell Phone:
E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

C. Operation and Maintenance Entity(see Applicant's Handbook I, Section 12.3)

Last Name: First Name: Middle Initial:
Title: Company:
Address:
City: State: Zip:
Home Telephone: Work Telephone:
Cell Phone:
E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

D. Co-Applicant (If Different or In Addition to Applicant and Owner)

Last Name: First Name: Middle Initial:
Title: Company:
Address:
City: State: Zip:
Home Telephone: Work Telephone:
Cell Phone:
E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

E. Registered Professional Consultant

☐ This is a contact person for additional information

Last Name: First Name: Middle Initial:
Title: Company:
Address:
City: State: Zip:

Home Telephone:
Cell Phone:
E-mail Address:

Work Telephone:

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

F. Environmental Consultant

☐ This is a contact person for additional information

Last Name:	First Name:	Middle Initial:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:		
E-mail Address:		

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

G. Agent Authorized to Secure Permit (If Different from Consultant)

Last Name: BLANCO	First Name: VICTOR	Middle Initial:
Title: Marine Extension Agent II	Company: UF/IFAS Taylor County Extension	
Address: 203 Forest Park Dr		
City: Perry	State: FL	Zip: 32348
Home Telephone:	Work Telephone: 850-838-3508	
Cell Phone: 786-449-9677		
E-mail Address: victorblancomar@ufl.edu		

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

If necessary, please add additional pages for other contacts and property owners related to this project.

H. Real Property Interest

- a. Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3(d) of Applicant's Handbook Volume I. **Please attach evidence of the applicant's real property interest over the land upon which the activities subject to the application will be conducted, including mitigation areas (if applicable).** Refer to Sections 4.2.3(d)-(e) for sufficient real property interest documentation.
- b. For activities that require a recorded notice in accordance with rule 62-330.090(7), F.A.C., please provide either the complete legal description of the property or a copy of the pages of the document recorded in the public records that contains the complete legal description. If the land upon which the proposed activities are to occur is not owned by the applicant, the applicant must also provide copies of any right-of-way, leases, easements, or other legal agreement which authorizes the applicant to perform the activities on those lands.

Part 4: Signatures and Authorization to Access Property

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real
Form 62-330.060(1) - Application for Individual and Conceptual Approval Environmental Resource Permit and Authorization to Use
State-Owned Submerged Lands

Incorporated by reference in subsection 62-330.060(1), F.A.C. (June 1, 2018)

Section A, Page 8 of 10

property interest (see Section 4.2.3(d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto does not relieve me of any obligation for obtaining any other required federal, state, water management district, or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

VICTOR BLANCO

Typed/Printed Name of Applicant or
Applicant's Authorized Agent

Signature of Applicant or Applicant's
Authorized Agent

Date

Taylor County Extension
(Corporate Title if applicable)

B. Certification of Sufficient Real Property Interest And Authorization For Staff To Access The Property:

I certify that:

☐ **I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I**, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application, upon advance notice. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, if a permit is granted, upon advance notice, I agree to provide entry to the project site for such agents or personnel with proper identification to determine compliance with permit conditions and permitted plans and specifications.

OR

☐ I represent an entity having **the power of eminent domain and condemnation authority**, and I/we shall make appropriate arrangements to enable staff of the Agency to legally access, inspect, and sample the property as described above.

Typed/Printed Name

Signature

Date

(Corporate Title if applicable)

C. Designation of Authorized Agent (If Applicable):

I hereby designate and authorize **VICTOR BLANCO** to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed

Form 62-330.060(1) - Application for Individual and Conceptual Approval Environmental Resource Permit and Authorization to Use
State-Owned Submerged Lands

Incorporated by reference in subsection 62-330.060(1), F.A.C. (June 1, 2018)

Section A, Page 9 of 10

agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

PAM FEAGLE

Typed/Printed Name of Applicant

Signature of Applicant

Date

CHAIRPERSON

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

(Corporate Title if applicable)

U.S. Army Corps of Engineers (USACE) APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT 33 CFR 325. The proponent agency is CECW-CO-R.		Form Approved - OMB No. 0710-0003 Expires: 02-28-2022	
The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil . Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.			
PRIVACY ACT STATEMENT			
Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: http://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx			
(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)			
1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
(ITEMS BELOW TO BE FILLED BY APPLICANT)			
5. APPLICANT'S NAME First - PAM Middle - Last - FEAGLE Company - TAYLOR COUNTY BOARD OF COUNTY COMMISSI E-mail Address - pfeagle@taylorcountygov.com		8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - VICTOR Middle - Last - BLANCO Company - UF/IFAS Taylor County Extension E-mail Address - victorblancomar@ufl.edu	
6. APPLICANT'S ADDRESS: Address- 201 E. GREEN ST. City - PERRY State - FL Zip - 32347 Country - USA		9. AGENT'S ADDRESS: Address- 203 FOREST PARK DR City - PERRY State - FL Zip - 32348 Country - USA	
7. APPLICANT'S PHONE NOs. w/AREA CODE a. Residence b. Business c. Fax 850-584-3681 850-838-3500		10. AGENTS PHONE NOs. w/AREA CODE a. Residence b. Business c. Fax 786-449-9677 850-838-3508	
STATEMENT OF AUTHORIZATION			
11. I hereby authorize, <u>VICTOR BLANCO</u> to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.			
_____ SIGNATURE OF APPLICANT		_____ DATE	
NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY			
12. PROJECT NAME OR TITLE (see instructions) IMPROVEMENT OF KEATON BEACH CANALS WATERWAY MARKERS			
13. NAME OF WATERBODY, IF KNOWN (if applicable) KEATON BEACH CANALS		14. PROJECT STREET ADDRESS (if applicable) Address	
15. LOCATION OF PROJECT Latitude: °N 29°49'08.5" Longitude: °W 83°35'35.6"		City - State- Zip-	
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID Municipality Section - Township - Range -			

17. DIRECTIONS TO THE SITE

Ir order to go from Perry, Fl (Capital of Taylor County) to Keaton Beach boat ramp, go South in US-19 S/US-27 ALT S/US-98 S. Turn right to Beach Rd, Keaton Beach Rd and continue Beach Rd to Marina Rd. Keaton Beach boat ramp will be at the right. From the boat ramp, once in the water, go South through the canals.

18. Nature of Activity (Description of project, include all features)

The project will include three (3) new waterway markers, one (1) on pile with a "Idle Speed / No Wake" sign, and two (2) buoys marking a Danger Zone (Shoal/Rocks) in the south are of the canals, by the public pier and the rocky jetty.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

Improve the navigational safety in the canals by including new markers to the Keaton Beach / Cedar Island Canals Boating Safety Zone, Uniform Waterway Marker Permit No. 94-072, FDEP File No. 9403-0362-072BS, County Ordinance No. 2000-9.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
-------------------------------	-------------------------------	-------------------------------

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres
or

Linear Feet 5 linear ft (3 ft for metal sign and 1 ft for each buoy)

23. Description of Avoidance, Minimization, and Compensation (see instructions)

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

Waterway markers included in Permit No. 74-092 are in place. The proposed markers for this application are not.

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- 21270 KEATON BEACH DR

City - Perry

State - FL

Zip - 32348

b. Address- 21115 MARINA RD

City - Perry

State - FL

Zip - 32348

c. Address-

City -

State -

Zip -

d. Address-

City -

State -

Zip -

e. Address-

City -

State -

Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
FWC	UWMP	94-072	08/18/2010		
FDEP	Submerge Land Use	94-072		07/28/1995	
County	Ordinance	94-02		05/02/1994	
County	Ordinance	2000-9		07/18/2000	

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF AGENT

DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER ADOPTION OF DRAFT RESOLUTION TO PERMIT THE BOARD TO SET A FINE AMOUNT FOR VIOLATIONS OF DENSITY REGULATIONS.

MEETING DATE REQUESTED:

AUGUST 5, 2019

Statement of Issue: TO ALLOW CODE ENFORCEMENT TO ISSUE CITATIONS FOR VIOLATION OF DENSITY REGULATIONS.

Recommended Action: ADOPT RESOLUTION

Fiscal Impact:

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 ext 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: DURING THE JUNE 18, 2019 MEETING THE BOARD DISCUSSED THE DRAFT RESOLUTION PREPARED BY CONRAD BISHOP, COUNTY ATTORNEY FOR THE SETTING OF FINES WITH REGARDING TO VIOLATION OF DENSITY REGULATION, AS IT RELATES TO RV'S. IT WAS THE CONSENSUS OF THE BOARD THAT LANGUAGE BE ADDED TO THE DRAFT RESOLUTION THAT WOULD ADDRESS THE AMOUNT OF THE FINE, AS WELL AS THE PROCESS FOR NOTIFYING THE PROPERTY OWNER OF VIOLATIONS. STAFF MET WITH MR. BISHOP AND ASSISTED WITH THE PROPOSED REVISED DRAFT RESOLUTION.

Options: APPROVE/REVISE

Attachments: DRAFT RESOLUTION
CORRESPONDENCE FROM COUNTY ATTORNEY
LAND DEVELOPMENT CODE SECTION 42 (RV DENSITY)

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

July 23, 2019

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Ms. Lawanda Pemberton
County Administrator
201 E. Green Street
Perry, Florida 32347

Re: Density Resolution

Dear Annie Mae and Lawanda:

Pursuant to the Board's instructions, please find enclosed a revised Resolution on the Density.

Please review this and get back with me with any corrections, additions and/or deletions.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO SECTION 2-126(C) OF THE CODE OF ORDINANCE WHICH PERMITS THE BOARD TO SET A FINE AMOUNT FOR VIOLATION OF THE CODE, AND SAID RESOLUTION SETTING THE FINE FOR VIOLATION OF THE DENSITY REGULATIONS OF SECTION 42-652(4)(E) OF THE CODE OF ORDINANCES; SETTING AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners of Taylor County have been informed that there are numerous violations of Section 42-652(4) of the Code with regard to the Density Restrictions of said sections to-wit: RV's and pursuant to Section 2-126(c) the Board is authorized to set the fine for said violation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY THAT:

Section 1. If the Code Enforcement Officer finds an RV illegally sited or situated, the Code Enforcement Officer will post a notice on the property notifying the property owner of the violation and send a copy of the notice to the property owner giving that owner ten (10) days to remove the RV or RV's.

Section 2. Failure of the owner to remove the RV or RV's will result in a citation being sent to the owner and posted on the owner's property with a fine of \$250.00 per day that the RV or RV's are not removed..

Section 3. If the owner desires to contest the citation, he or she may request a hearing before the County Judge within ten (10) days of receipt of said citation.

Section 4. If the citation is upheld by the court an Order shall be entered for the violation and recorded in the Public Records of Taylor County, Florida, and same shall be a lien on the owner's property if it is not homestead.

Section 5. EFFECTIVE DATE. This Resolution shall be effective upon the date of passage.

PASSED AND ADOPTED THIS _____ day of _____, 2019.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.**

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

Sec. 42-652. - Specific standards.

In all areas of special flood hazard and where base flood elevation data has been provided as set forth in section 42-608 or section 42-609(2), the following provisions are required:

- (1) *Residential construction.* New construction or substantial improvement of any restructure shall have the lowest floor, including basement, elevated to or above base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, an opening sufficient to facilitate the unimpeded movements of floodwater shall be provided in accordance with standards set forth in subsection (3) of this section.
- (2) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial or other nonresidential structure shall have the lowest floor, including basement, elevated no lower than the base flood elevation. Buildings located in all A zones may be floodproofed in lieu of being elevated, provided that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A professional engineer or architect registered in the state shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the building official as set forth in section 42-631.
- (3) *Elevated buildings.* New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundations and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
 - a. Designs for complying with the requirement of this subsection must meet the following minimum criteria:
 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one foot above grade; and
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - b. Access to the enclosed area shall, at a minimum, allow for entry through a standard three-foot by six-foot-eight-inch exterior door, but may be larger to allow for the parking of vehicles or limited storage of maintenance equipment used in connection with the premises.
 - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, but a stairway or elevator may be installed within the enclosed area to provide access to the living area.
- (4) *Manufactured homes and recreational vehicles.*
 - a. All manufactured homes placed or substantially improved on individual lots or parcels in expansions to existing manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring.
 - b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that:
 1. The lowest floor of the manufactured home is elevated to above base flood elevation; or
 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, and shall be no less than 36 inches in height above grade;
 3. The manufactured home must be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement;

4. In an existing manufactured home park or subdivision on which a manufactured home has incurred significant damage as a result of a flood, any manufactured home placed or substantially improved must be elevated to the base flood elevation.
- c. All recreational vehicles placed on sites must have on-site a public or private sewer permitted pursuant to section 42-860 or present proof of a waste disposal contract. In addition they must meet the following specific standard.

1. Be fully licensed and ready for highway use at all times.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached structures and has a current tag.

- d. In all land use categories, recreational vehicles not sited within an approved recreational vehicle park shall not exceed a maximum of four units per lot or parcel. The siting of recreational vehicles shall be prohibited on non-conforming lots or parcels as to size for residential use created after June 29, 1990. More than four recreational vehicles sited on a lot or parcel constitutes as recreational vehicle park as defined in F.S. § 513.01(10) and requires conformance with section 42-799 of the land development code and approval by the county planning board.

Exception. Lots or parcels which are non-conforming as to size for residential use, and which can be individually identified and described from documents recorded in the public records of the county on June 29, 1990, the date of adoption of the comprehensive plan, shall continue to be eligible for a maximum density of less than or equal to four recreational vehicles per one-half acre.

- e. In the Water Oriented Commercial (CWO) land use classification and all land use categories allowing residential densities greater than one unit per two acres, recreational vehicles conforming to subsection (c) and not sited within an approved recreational vehicle park shall not exceed one unit per 5,000 square feet.

Exceptions:

1. A recreational vehicle may be stored adjacent to a single-family dwelling inhabited by the owners of the recreational vehicle.
2. One additional recreational vehicle may be sited on any lot or parcel for the duration of scallop season each year.
3. As of January 18, 2011, any lot or parcel which presently contains a number of recreational vehicles which exceed the maximum density allowed by this section will be allowed to retain its present recreational vehicle density. Any lot or parcel currently permitted for an RV power pole will be allowed two RV's per lot or parcel.

- f. In the Industrial (I), Aviation-Related Commercial (CAR) and Public (P) land use categories, recreational vehicles shall be permitted only as an accessory use by the owner, lessee, custodian or watchman.

- (5) **Floodways.** Located within areas of special flood hazard established in section 42-608 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- a. Prohibit encroachments, including fill, new construction, substantial improvements and other developments unless certification by a professional engineer or architect registered in the state is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.
- b. If the requirements of this section are satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of sections 42-651—42-654.

- (6) *Coastal high hazard areas (V zones).* In coastal high hazard areas (V zones) the following shall apply:
- a. All buildings or structures shall be located in compliance with F.S. ch 161 and current applicable Federal Emergency Management Agency regulations.
 - b. All buildings or structures shall be elevated so that the lowest supporting member is located no lower than the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Open latticework or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with subsection (6)h of this section.
 - c. All buildings or structures shall be securely anchored on pilings or columns.
 - d. All pilings and columns in the attached structures shall be anchored to resist floatation, collapse and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. The anchoring and support system shall be designed with wind and water loading values which equal or exceed the 100-year mean recurrence interval (one percent annual chance flood).
 - e. Compliance with provisions contained in subsection (6)b—d of this section shall be certified to by a professional engineer or architect registered in the state.
 - f. There shall be no fill used as structural support.
 - g. There shall be no alteration of sand dunes which would increase potential flood damage.
 - h. Latticework or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway under abnormally high tides or wave action without damage to the structural integrity of the building on which they are to be used and provided the following design specifications are met:
 1. No solid walls shall be allowed; and
 2. Material shall consist of lattice or mesh screening only.
 - i. If aesthetic latticework or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access or limited storage of maintenance equipment used in connection with the premises.
 - j. Prior to construction, plans for any structures that will have latticework or decorative screening must be submitted to the building official for approval.
 - k. Any alteration, repair, reconstruction or improvement to a structure shall not enclose the space below the lowest floor except with latticework or decorative screening as provided for in subsections (6)h—i of this section.

(LDC § 4.07.04; Ord. No. 2010-06, 7-20-2010; Ord. No. 2011-02, § 1, 1-18-2011)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF DRAFT CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH LANGTON ASSOCIATES, INC. AND TRACK GUY CONSULTANTS.

MEETING DATE REQUESTED:

August 5, 2019

Statement of Issue:

To provide Construction Engineering and Inspection Services and Grant Administration and Reporting Services for the CEBYR Project awarded to Taylor County.

Recommended Action:

Approve

Fiscal Impact:

These services are at no cost to Taylor County Board of County Commissioners. Payment for the above contractual services will be through the CEBYR grant funding.

Budgeted Expense:

N/A

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has been awarded a CEBYR Project Grant by the Federal Railroad Administration (FRA) through Fixing America's Surface Transportation Act (FAST Act) which established the Nationally Significant Freight and Highway Projects (NSFHP) program to provide Federal financial assistance to projects of national or regional significance. The U.S. Department of Transportation refers to NSFHP grants as Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (FASTLANE) grants.

The objective of the Project is to provide adequate freight rail service to customers along the Adel-Foley line. The Georgia & Florida Railway (GFRR) cannot provide adequate freight rail service along the 81 miles of line between Adel, GA and the Foley Cellulose Mill located in Perry, Florida because train speeds are limited to 10 mph. The current track conditions require a two-day round trip from Adel to Foley, which increases costs and limits asset productivity. This, in turn, prompts car owners to limit equipment availability. As a

result, freight moves by truck instead of rail. With the improvements GFRR will be able to haul 286,000 lb. rail cars at 25 miles per hour.

The Project will make track and bridge improvements over approximately 81 miles on the GFRR line between Foley, FL and Adel, GA, raising the class of track to Class 2. Once complete, the GFRR will be able to haul 286,000 lb. rail cars at speeds up to 25 mph, which will allow one train crew to complete the run from Adel to Foley and back in one shift without exceeding the federal hours of service limits and provide for expedited return of rail cars.

Options: Approve/Not approve/Revise

Attachments: Draft agreement and Attachment "A"

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

REQUEST FOR PROPOSALS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE COMPETITIVENESS & EMPLOYMENT BY RAIL (CEBYR) PROJECT GRANT, A FASTLANE SMALL GRANT PROGRAM BY THE FEDERAL RAILROAD ADMINISTRATION

Taylor County hereby requests and invites qualified individuals and or firms to submit proposals in response to advertised RFP to participate in a competitive process in which Taylor County will select a firm which will provide Construction Engineering and Inspection (CEI) Services. Selected firm will also be required to provide assistance with the administrative and reporting requirements of the Department of Transportation, Federal Railroad Administration FASTLANE Grant Agreement Standard Terms and Conditions.

Determination of the CEI firm's qualifications will be through a selection process and will be based on the consultant's proposal which is to be completed and submitted in accordance with the RFP specifications and firm's ability to provide the services outlined in the specifications. The RFP seeks Construction Engineering and Inspection (CEI) Services which are required for the scope of work outlined in **SECTION 1 Introduction** which will include but not be limited to: contract administration to ensure the successful completion of the railroad repair and maintenance improvements outlined in the grant agreement ; inspection, and material sampling and testing; and assistance with grant administration and reporting requirements; and to advise the Board of Commissioners regarding the **Competitiveness & Employment By Rail (CEBYR) Project Grant** and the scope of work requirements thereof. **And the County**, at its sole discretion, intends to award a contract to the party deemed to offer the best qualifications specific to Taylor County, and the County deems best to provide CEI Services as well as assistance with administrative and reporting requirements in the CEBYR Project Grant Agreement from the U.S. Department of Transportation, Federal Railroad Administration (FRA) FASTLANE Small Grants Program and meet all the necessary regulatory and compliance requirements.

SECTION 1 INTRODUCTION

Taylor County has been awarded a CEBYR Project Grant by the Federal Railroad Administration (FRA) through Fixing America's Surface Transportation Act (FAST Act) which established the Nationally Significant Freight and Highway Projects (NSFHP) program to provide Federal financial

assistance to projects of national or regional significance. The U.S. Department of Transportation refers to NSFHP grants as Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (FASTLANE) grants.

The objective of the Project is to provide adequate freight rail service to customers along the Adel-Foley line. The Georgia & Florida Railway (GFRR) cannot provide adequate freight rail service along the 81 miles of line between Adel, GA and the Foley Cellulose Mill located in Perry, Florida because train speeds are limited to 10 mph. The current track conditions require a two-day round trip from Adel to Foley, which increases costs and limits asset productivity. This, in turn, prompts car owners to limit equipment availability. As a result, freight moves by truck instead of rail. With the improvements GFRR will be able to haul 286,000 lb. rail cars at 25 miles per hour.

The Project will make track and bridge improvements over approximately 81 miles on the GFRR line between Foley, FL and Adel, GA, raising the class of track to Class 2. Once complete, the GFRR will be able to haul 286,000 lb. rail cars at speeds up to 25 mph, which will allow one train crew to complete the run from Adel to Foley and back in one shift without exceeding the federal hours of service limits and provide for expedited return of rail cars.

The Scope of Work will require the completion of the following improvements:

- Replace approximately 114,900 railroad ties;
- Replace approximately 10,500 linear feet of rail;
- Add approximately 11,500 tons of ballast;
- Repairs to 14 bridges;
- Replace in-kind 125 existing highway-grade crossing surfaces, retime 19 highway-grade crossing track circuits for FRA Class 2 train speeds, and update signage to comply with federal requirements. These numbers are not additive. There are 116 crossings receiving only in-kind surface replacement, 9 crossings receiving both in-kind surface replacement and retiming of signals, and 10 crossings receiving only retiming of signals.

Additional requirements of the CEI shall include:

- Management and any required modifications of a Project Management and Quality Assurance Plan (PMQAP) and submit to County for approval by FRA and other applicable stakeholders. Plan should include all phases of the project including Close Out.
- Develop Policies, Practices and Procedures related to PMQAP.
- Assess quality assurance, quality control procedures, possible project risks and risk mitigation plans and how quality assurance records will be generated and maintained through the project.
- Update the PMQAP as required as the project progresses.
- Prepare plan to ensure for quantity checks and how salvaged and/or removed materials will be accounted for and the value thereof accounted for.
- Plan for the CEI team organization, roles and responsibilities and who will be responsible for interactions with the County, FRA, Georgia & Florida Railroad, LLC (GFRR), and other project stakeholders and partners.
- Develop a detailed plan for the County, FRA, and project stakeholders on how the CEI will interact with sub-contractors, sub-consultants, and ensure vendor quality.
- Coordinate with GFRR on the Preliminary and Final Engineering Plan sets submission to FRA.

- Coordinate with GFFR on Final project schedule and cost estimate to ensure project costs will be controlled and maintained.
- Evaluate construction work performed, based on approved plans, specifications, special provisions, contract provisions and applicable agency standards, instruction manuals, and operating procedures.
- Certify work performed meets all Scope of Work and Engineering Requirements.
- Ensure that program and project concerns are brought to the attention of the appropriate stakeholders with a recommendation for effecting desirable improvements on present and future work.
- Participate in the project Kick –Off meeting and all other County, FRA and stakeholder meetings related to the project until completion of Close Out.
- Assist the County with all necessary and required general Grant Administrations functions as directed by 2 CFR Part 200 (Subpart D-F) Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and all terms of the FRA Grant award and agreement though the Grant Close Out . Of particular importance are development and submission via the Grant Agreement-defined grant administration portal and requirements for:
 - a. Required Quarterly Reports
 - b. Required Quarterly Federal Financial Reports
 - c. Required Interim and Final Performance Report
 - d. Required Project Completion and Closeout Final Documentation
 - e. General Reporting Requirements via System for Award Management (SAM)
 - f. Grant Reimbursement Requests
- Assist the County with the Final Performance Report and the Updated U.S. DOT Grade Crossing Inventory Form which are required to be submitted to FRA in a timely manner.
- Compile and maintain a data repository that is comprehensive and contains approved design files, inspection reports, grant reporting requirements, project work products, and reimbursement request submissions and accompanying details.

The County, at its sole discretion, intends to award a contract to the party deemed to offer the best qualifications specific to Taylor County, and the County deems best to provide CEI services and to meet all the necessary regulations, compliance, contract administration, and reporting requirements including post-project reporting as per the CEBYR Project Grant Agreement and Scope of Work (SOW). The selected individual and/or firm will be required to abide by all applicable federal, state, and local laws, regulations, and ordinances which may be required. The individual and/or firm will be required to abide by the Railway Right-of-Entry License Agreement.

SECTION 2 MINIMUM QUALIFICATIONS TO BE PROVIDED BY CEI FIRM

A. Minimum Qualifications

Construction Engineering and Inspection Services

The CEI firm must be actively in business performing similar engineering services for at least six (6) years.

CEI firm must have a minimum of four (4) years of experience working specifically with railroad repair and maintenance projects.

The engineer(s) directly assigned to the project by the selected firm must have a minimum of four (4) years of experience working directly with railroad repair and maintenance improvement projects.

Support engineering staff assigned to the project shall have a minimum of two (2) years of experience working with railroad repair and maintenance projects.

CEI administrative and reporting assistance staff assigned to the project shall have a minimum of two (2) years of experience working with railroad repair and maintenance projects and a minimum of two (2) years of experience working with federal and state grant reporting and regulatory compliance standards.

The Consultant must have at least two (2) years of experience with the reporting requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards for local government grantees.

The Consultant must have at least two (2) years of experience with reporting and grant close-out processes for Federal government grants.

SECTION 3 SUBMITTAL INFORMATION

- A. Eight (8) copies** (1 original and 7 copies) of the Proposals must be submitted by mail or hand-delivered to **Taylor County Clerk of Courts at 108 N. Jefferson Street (P.O. Box 620), Perry, Florida 32347.**

Submittals must be received no later than **4:00 p.m. EDT (local time) on Friday, June 14, 2019.** Submittals must be sealed and clearly marked on the outside "General Grant Administration and Project Management for CEBYR Project Grant". Submittals not clearly marked on the outside will be rejected. The firms name and address must also be clearly marked on the outside of the envelope. **The RFP's will be opened at the regularly scheduled Board of County Commissioners meeting on June 18, 2019 at 9:00 a.m.**

Questions regarding this RFP should be addressed in writing at least ten (10) days prior to the specified submittal date to:

Ms. LaWanda Pemberton
County Administrator
201 E. Green Street
Perry, FL 32347
(850) 838-3500 Ext. 7 or at LPemberton@taylorcountygov.com

If there are any corrections, or any ambiguity, inconsistency, errors or clarification of an interpretation, it will be issued as addenda. Addenda's will be posted at www.taylorcountygov.com a minimum of seven (7) days prior to the submittal deadline. Taylor County will not be responsible for any oral clarifications. No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with County employees prior to the opening of the qualifications. Only those

communications which are in writing from the County may be considered as a duly authorized expression on behalf of the Board of Commissioners.

No response will be considered unless received on or before the date and time listed above. The delivery of the response to the County prior to the deadline is solely and strictly the responsibility of the responder. **Submittals received after the closing time will be returned unopened to sender.**

It is the responsibility of each responder to examine this RFP carefully and to judge all of the circumstances and conditions which may affect its response to ensure that their response clearly and directly responds to each of the requirements listed. Any data furnished by the County is for informational purposes only. Responses submitted early by responders may be withdrawn or modified prior to the response deadline. Such requests must be in writing. Modifications received after the response deadline may or may not be considered.

The County reserves the right to request any supplementary information and/or clarification of information it deems necessary in order to effectively evaluate the responder's experience, qualifications, or substantiate any information contained in the responder's response.

B. Drug Free Workplace

Florida Statutes 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below will be complied with and will be incorporated as terms of a CEI Services contract entered into with Taylor County:

287.087. Preference to business with drug-free workplace programs:

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the products or contractual services that are under proposal a copy of statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED IN THE PROPOSAL.

C. Public Entity Crimes

287.133. Public entity crime; denial or revocation of the right to transact business with public entities:

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

D. 287.134. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

E. Insurance

1. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
2. Commercial General Liability: Occurrence Form Required: (CEI firm) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL Insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad

form property damage and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

3. Commercial Automobile Liability Insurance: (CEI firm) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
4. Special Requirements/Evidence of Insurance:
 - a. A copy of the CEI firm's current certificate of insurance MUST be provided with the response to this RFP. A formal certificate shall be provided upon announcement that a Consultant has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 1. "Taylor County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as "Additional Insured" on all policies except Worker's Compensation.

F. Right-of- Entry for Railroad Access

The selected contractor must complete and submit a LICENSE FOR RIGHT-OF-ENTRY AND USE OF PREMISES for access to GFRR to perform job duties. This agreement contains its own requirements regarding Insurance requirements, Liability requirements, Safety and Communication requirements necessary for accessing and working in railroad Right-of Way. Please reference and consider these requirements alongside your response to this RFP, for reference attached as "Exhibit A- License For Right-Of-Entry And Use Of Premises".

G. Submittal Requirements

Proposals shall be limited to not more than sixty (60) single-sided pages, excluding the table of contents, Drug Free Workplace Certification, Certificate of Insurance, and Public Entity Crimes Documents and any section dividers. The proposal shall address the following:

- (1) **Transmittal Letter:** Introduction to firm and team and other information that should be considered.
- (2) **Company Overview:** Proposer shall include a comprehensive description of the business history and number of years in operation, number of employees, when firm was established, principals of firm and any other related information. The proposer shall include any experience in FRA, federal and/or state grant program administration consulting services, specifically in the state of Florida. Provide a statement that the firm is properly licensed to practice in the State of Florida.

(3) Project Manager and Project Team: Provide a narrative describing the role and qualifications of the CEI firm and primary point-of-contact to be assigned to the County under this role. In addition, provide the role and qualifications for each key individual staff member for this assignment. The Proposer shall provide five (5) railroad improvement project references (contact and telephone number required) for the Project Team. In addition, list all supporting team members and their office locations. Provide an organization chart showing the lines of communication, authority and assigned responsibility. For each individual shown on the organization chart, identify their company affiliation and provide a summary of their respective qualifications.

(4) Representative Projects: Identify and describe relevant projects that the firm has completed and the year in which they were completed. Include references for each of the projects (contact and telephone number required).

(5) Regulatory and Environmental Resource Compliance Experience: Describe the firm's experience with regulatory compliance including but not limited to: NEPA, environmental resource permitting and mitigation, 2CFR Part 200 Code of Federal Regulations including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Florida Single Audit Act requirements, Davis-Bacon Act recordkeeping, Federal Fair Labor Standard Acts, Copeland Anti-Kickback Act, and all applicable federal and state reporting and compliance standards with a detailed emphasis on Federal Railroad Administration . Include a specific list of agencies with whom the firm has worked with.

(6) Proof of Insurance: Provide evidence of professional liability insurance for the primary firm, Worker's Compensation, Workers' Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance as outlined in Section 3 Item E.

(7) Drug Free Workplace Certification: Firm must complete and sign Drug Free Workplace Certification which is part of the RFP package and as outlined in Section 3 Item B.

(8) Public Entity Crimes Statement: Firm must complete and sign as per Section 3 Item C.

(9) A fixed fee Cost Proposal must be provided to include all services to be provided by the CEI during the term of the Contract.

(10) Summary: Provide a summary of your organization and identify unique strengths, special equipment, specialized knowledge, or other factors that you feel may be important to the selection process.

H. Respondents, their agents and associated shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) in this document for additional information and clarification.

I. Responding to this RFP will in no way be construed as a commitment on the part of the County. The County reserves the right to reject any or all responses. The County is not responsible for any costs incurred during the preparation and submittal of a response to this RFP.

- J. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and Taylor County. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.**
- K. The County reserves the right to reject any and all submitted responses and to waive any informalities or irregularities in the submittal process which are in the best interest of the County.**
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.**
- M. The successful respondents shall be required to demonstrate experience or knowledge of completing federal reporting requirements through federal agencies, such as the U.S. Department of Transportation and the Federal Rail Administration (including SF-425 Federal Financial Report, SF-PPR Status of Performance Report and Milestones Forms).**
- N. The successful respondents shall be required to demonstrate experience in the assistance with the completion of financial management controls both internally and through federal agencies (ex. Federal Railroad Administration E-delphi Payment System).**
- O. The successful respondents shall hold harmless, indemnify, and defend the County, its commissioners, employees, representatives, and agents, against any claim, action, loss damage, injury, liability, costs and expense of whatsoever kind or nature arising out of or incidental to this work.**
- P. The successful respondents shall not be allowed to substitute project team members and or consultants named in this response without the prior written permission of the County.**
- Q. The successful respondent shall acknowledge and accept contract language that affirms the resulting contract will be funded exclusively by FASTLANE Small Grants Program grant awards and shall be strictly subject to those terms and conditions of any grant award(s).**
- R. The successful respondent as well as all subcontractors/subconsultants (if permitted by Taylor County) and to be utilized by the CEI firm, shall be required to comply with 2 CFR 200.321 requirements for contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**
- S. IN THE EVENT OF ANY LEGAL ACTION RESULTING FROM THIS RFP OR CONTRACT EXECUTED THEREOF, THE LEGAL VENUE WILL BE TAYLOR COUNTY, FLORIDA.**

SECTION 4 SELECTION PROCEDURE

A CEI Selection Committee will be established to review and evaluate all qualification statements submitted. The evaluation of the responses to the RFP will be made on the basis of comparative fulfillment of the above criteria. Total scoring is a mathematical summation of the criteria scores from each evaluator.

A firm may be selected from the Proposals, upon recommendation of the CEI Selection Committee, or if deemed necessary, the County may short-list up to three firms for formal presentations and further consideration by the Board of Commissioners. Firms not short-listed will be notified. The format and date of the presentation will be established at the time of short-listing, if applicable.

If desired by the CEI Selection Committee or the Board of Commissioners, the short-listed firms will make personal presentations to the Taylor County Board of Commissioners and staff. Presentations by each firm will be limited to the proposed Project Manager and Principle in Charge. Presentations may take up to 20 minutes and should focus on the firms understanding of the qualifications required to successfully assist the County by providing the CEI Services for the CEBYR project outlined in the RFP.

Proposals will be evaluated and scored according to the following point system:

Section	Points Possible
1. Transmittal letter	5
2. Company Overview	10
3. Project Manager and Project Team	20
4. Representative Projects with emphasis on FRA and railroad repair and maintenance experience	30
5. Regulatory Compliance Experience	10
6. Proof of Insurance	3
7. Drug Free Work Place Certification	3
8. Public Entity Crimes Statement	3
9. Fixed Fee Cost Proposal	10
10. Summary	6
Total Points	100

Following final approval ranking of the firms by the County, contract negotiations will be conducted by staff with the highest ranked firm. If satisfactory negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are completed. **All contracts will be executed by the Taylor County Board of Commissioners.**

SECTION 5 ADDITIONAL CONSIDERATIONS

- A. The County reserves the right to waive informalities or irregularities and to accept or reject any and all submittals with or without cause. The County intends to accept the proposal that, in its sole judgement, represents the best interest of the County. The County reserves the right to

solicit additional engineering services for any projects, should the County deem it to be in their best interest.

- B. Respondents agree that contracts and negotiations shall be governed by the laws of the State of Florida and the venue for any legal action will be Taylor County, Florida.**
- C. Any material submitted in response to this RFP will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proponent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.
- D. No Contingency Fees: By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

Taylor County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility. Taylor County strictly enforces open and fair competition.

End of RFP Instructions

CONSTRUCTION ENGINEERING & INSPECTION SERVICES AGREEMENT

This **Construction Engineering & Inspection Services Agreement** made on this ____ day of August 2019, by and between **Langton Associates, Inc.**, hereinafter referred to as “**Langton**”, **Track Guy Consultants**, herein after referred to as “**Track Guy**” and **Taylor County Board of Commissioners**, herein after referred to as “**County**” on the following terms and conditions:

RECITALS

WHEREAS, Langton and Track Guy are Florida corporations engaged in the business of offering construction engineering and inspection services and grant administration and reporting services as outlined in The Requests For Proposals For Construction Engineering and Inspection Services “Exhibit A” to this Agreement, to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, the County is in need of construction engineering and inspection services as well as assistance with the administrative and reporting requirements of the Competitiveness & Employment By Rail (CEBYR) Project, Department of Transportation, Federal Railroad Administration FASTLANE Grant Agreement as outlined in “Exhibit A” and as per the Proposal submitted to the County by Langton and Track Guy, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual agreement at a fixed-fee amount of \$120,000 for the services rendered and outlined in “Exhibit A” for construction engineering and inspection services, and grant administrative and reporting services and assistance.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto agree as follows:

1. Langton and Track Guy will complete the Scope of Work as outlined in Section 1 Introduction of “Exhibit A”, an attachment to this Agreement.
2. Langton and Track Guy have stated that they are qualified, willing and able to perform the construction engineering and inspection services and the Administrative and reporting requirements outlined in “Exhibit A”.
3. The County has given public notice of the construction engineering and inspection services and administrative and reporting services and assistance needed pursuant to this Agreement as per the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Part 2 CFR 20.
4. Langton and Track Guy agrees to devote the necessary time and performance of the duties and requirements outlined in “Exhibit A” for the County.
5. The County shall give prompt written notice to Langton and Track Guy whenever the County observes or otherwise becomes aware of any development that affects the scope of work or timing of the services to be provided by Langton and Track Guy.
6. The County and the County’s authorized employees and/or agents shall promptly report to Langton and Track Guy any defects or problems in services being provided in order to permit Langton and Track Guy to take prompt and corrective action to remedy the defect or issue and minimize any consequences which may result from the defective work.

7. The County shall examine Langton and Track Guy's Project Management and Quality Assurance Plan (PMQAP), studies, reports, and other documents applicable to the Project outlined in "Exhibit A" and the County will be provided all documents in a timely manner. The County also agrees to make all decisions required of said materials in a timely manner.
8. Langton and Track Guy shall be compensated for services rendered in this Agreement and as stated in "Exhibit A". The County shall be provided monthly invoices which shall be accompanied with monthly progress reports from both Langton and Track Guy. Payment shall be made within thirty (30) days of the County's receipt of invoice and support documentation.
9. In the event of a disputed billing, only the disputed portion shall be withheld from payment and the County shall pay the undisputed portion. The County shall exercise reasonableness in disputing any bill or portion thereof.
10. All matters and correspondence pertaining to this Agreement and Services shall be made to the County's Authorized Representative. The County's Authorized Representative shall make decisions in a timely manner pertaining to submitted documents and/or requests. The County's Authorized Representative is as follows:

LaWanda Pemberton, County Administrator
Taylor County Board of Commissioners
201 E. Green Street
Perry, Florida 32347
(850) 838-3500 Ext. 107
Lpemberton@taylorcountygov.com

11. The Authorized Representatives for Langton and Track Guy shall act on all matters pertaining to Services under this Agreement. The Authorized Representatives shall not be changed without prior written notice to and agreement of the County. Langton and Track Guy's Authorized Representatives are as follows:

Michael Langton, President
Langton Associates, Inc.
4830 Atlantic Blvd.
Jacksonville, Florida 32207
(904) 598-1368
mlangton@langtonconsulting.com

John Zuspan, President
Track Guy Consultants
934 Royal Court
Canonsburg, Pennsylvania 15317
724-873-7333
zuspan@trackguy.com

12. The Agreement may be terminated by either party at any time with or without cause by any party in the Agreement with a thirty (30) day written notice. If the Agreement is terminated, the County shall within thirty (30) days pay for the Services satisfactorily completed up to the date of termination.
13. The County shall defend, indemnify, and hold Langton and Track Guy and their respective directors, officers, agents, representatives, and employees harmless

from suits, actions, claims, demands, judgements, and liabilities (including property damage, and bodily injury or death) to the extent resulting from negligent acts or omissions by the County, its agents or employees, arising from or related to this Agreement. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.

14. Langton and Track Guy shall defend, indemnify, and hold the County and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage, bodily injury, or death) to the extent resulting from negligent acts, errors, or omissions of Langton or Track Guy, their agents or employees, arising from or related to this Agreement.
15. In the event any claims, damages, losses, and expenses are caused by negligence of Langton, Track Guy and the County (or anyone whose acts they may be liable for) each party will bear its proportional share of the claims, damages, losses, and expenses based on each parties relative degree of fault. The County specifically does not waive any sovereign immunities pursuant to Florida Law.
16. Langton and Track Guy shall maintain , at their expense continuous insurance coverage as required in "Exhibit A".
17. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes related thereto shall be governed by, interpreted, construed, and enforced in accordance with the law of the State of Florida.
18. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse in a judicial forum.
19. In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.
20. Venue of any litigation shall be exclusively in the County of Taylor County, Florida.
21. Langton and Track Guy shall be independent contractors with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits including but not limited to Right-of Entry for Railroad Access permits to conducts business and the performance of Services pursuant hereto.
22. This Agreement shall be binding upon the County, Langton, and Track Guy and their respective partners, successors, heirs, assigns, and legal representatives.
23. Nothing under this Agreement shall be construed to give any rights or benefits in This Agreement to anyone other than the County, Langton, and Track Guy, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County, Langton, and Track Guy and not for the benefit of any other party. The County, Langton or Track Guy shall not assign, sublet, or transfer any rights under or interests (including. But without limitation, monies that may become due or monies that are due) in this Agreement without written consent of the others. However, nothing contained herein shall prevent or restrict Langton or Track Guy from employing independent professional associates or subconsultants as they may deem appropriate to assist with the services hereunder.

24. Langton and Track Guy agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Langton and Track Guy agrees to comply with the provision of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Order, including but not limited to, Executive Order No. 11246.
25. Langton and Track Guy warrants that their Services under this Agreement shall be performed in a through, efficient, and workmanlike manner, promptly, with due diligence and care, and in accordance with the practices of their professions.

This Agreement (consisting of page 1 through 5, inclusive) together with "Exhibit A" constitutes the entire and integrated Agreement between the County, Langton, and Track Guy and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or cancelled by written instrument signed by an authorized representative of each party to be bound thereby.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly Authorized Representatives as of the day and year first written above.

ACCEPTED BY:

COUNTY

**TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY: _____

Printed Name: _____

Title: _____

CONSULTANT

LANGTON ASSOCIATES, INC.

BY: _____

Printed name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

CONSULTANT

TRACK GUY CONSULTANTS

BY: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____