

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, AUGUST 7, 2017
6:00 P.M.

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

REGULAR MEETING

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF MAY 1, 16 AND 18, 2017.
COPIES PROVIDED BY E-MAIL
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE HOST AGREEMENT WITH AARP SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.

7. THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY DAVIS-BACON ACT REQUIREMENT GUIDELINES, AS REQUIRED BY U.S. DEPARTMENT OF TREASURY RESTORE ACT POLICIES, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF INVOICE FROM FLORIDA ASSOCIATION OF COUNTIES TRUST (FACT), IN THE AMOUNT OF \$5,000, FOR LIABILITY DEDUCTIBLE AMOUNT (M. BRIDIER CASE), AND APPROVAL OF A BUDGET TRANSFER FROM GENERAL FUND RESERVE FOR CONTINGENCY, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL/EXECUTION OF ANNUAL END OF YEAR RECAPITULATION REPORT FOR 2016 NON AD VALOREM ROLLS, AS SUBMITTED BY MARK WIGGINS, TAX COLLECTOR.

PUBLIC REQUESTS:

10. THE BOARD TO CONSIDER APPROVAL OF REQUEST OF REVISED DRAFT PIPELINE EASEMENT AGREEMENT BETWEEN TAYLOR COUNTY AND GEORGIA PACIFIC, AS AGENDAED BY SCOTT MIXON, PUBLIC AFFAIRS MANAGER.
11. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM THE STEINHATCHEE GARDEN CLUB TO PLACE "NO LITTERING" SIGNS IN THE STEINHATCHEE AREA, AS REQUESTED BY JAYA MILAM, STEINHATCHEE GARDEN CLUB.
12. THE BOARD TO CONSIDER REQUEST FROM LEE AND MIKE MCKINNEY TO RETURN CEDAR ISLAND EAST FIRE STATION TO THE LINDSEY ESTATE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

13. MARK WIGGINS, TAX COLLECTOR, TO APPEAR TO DISCUSS DUAL TAX ROLL CERTIFICATION AND UNPAID BALANCES ON SOLID WASTE.

COUNTY STAFF ITEMS:

14. THE BOARD TO CONSIDER BID AWARD FOR PROGRAM ADMINISTRATION SERVICES FOR FFY 2016 COMMUNITY DEVELOPMENT BLOCK GRANTS AND RELATED PROGRAMS, AS AGENDAED BY THE GRANTS DIRECTOR.

15. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS/ADVERTISING FOR CONSTRUCTION OF A COMMUNITY CENTER AT THE SHADY GROVE PARK, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
16. THE BOARD TO CONSIDER BID AWARD FOR PRIMARY AND ALTERNATIVE DISASTER DEBRIS MANAGEMENT SERVICES, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
- 16-A. THE BOARD TO CONSIDER APPROVAL OF 2017/2018 CERT GRANT CONTRACT AGREEMENT, IN THE AMOUNT OF \$7,000, AS AGENDAED BY KRISTY ANDERSON, EM COORDINATOR.

COUNTY ADMINISTRATOR ITEMS:

17. THE BOARD TO DISCUSS CREATION OF AN ORDINANCE TO ADDRESS MINIMUM BUILDING EXTERIOR AND PROPERTY UPKEEP STANDARDS ALONG HIGHWAY US 19, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE BOARD TO CONSIDER APPROVAL OF THE INSURANCE COMMITTEE'S RECOMMENDATION FOR THE RENEWAL OF THE COUNTY'S HEALTH INSURANCE PLAN AND THE ADDITION OF THE SHERIFF'S OFFICE TO THE COUNTY POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
19. THE BOARD TO CONSIDER APPROVAL OF LEASE RENEWAL WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR THE FOREST CAPITAL MUSEUM STATE PARK SITE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
20. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
21. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
22. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR THE BOARD'S INFORMATION:

THE FY 2017-2018 BUDGET PUBLIC HEARING DATES ARE AS FOLLOWS:

- MONDAY, SEPTEMBER 11, 2017 5:01 P.M.
- MONDAY, SEPTEMBER 18, 2017 5:01 P.M.

PUBLIC 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 ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- 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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE THE COUNTY ADMINISTRATORS SIGNATURE AS COUNTY REPRESENTATIVE FOR THE HOST AGREEMENT WITH AARP SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM.

Meeting Date:

AUGUST 7, 2017

Statement of Issue: TAYLOR COUNTY HAS THE OPPORTUNITY TO JOIN WITH AARP AS A PARTNER AND HOST AGENCY TO PROVIDE TRAINING TO SENIOR CITIZENS (+55). AS PART OF SAID TRAINING THESE INDIVIDUALS WILL BE EMPLOYED IN A PART-TIME STATUS PAID BY THE AARP FOUNDATION. THE COUNTY ADMINISTRATOR CAN SIGN THE HOST AGENCY AGREEMENT.

Recommendation: APPROVE

Fiscal Impact: \$ NONE **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: COUNTY ADMINISTRATION

Contact: 850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE AARP PROGRAM OPERATES AND EMPLOYS INDIVIDUALS WHO NEED TRAINING IN A WORK ENVIRONMENT SO THEY CAN BECOME A CANDIDATE FOR FULL TIME EMPLOYMENT.

Options: 1. APPROVE

Attachments: 1. HOST AGENCY AGREEMENT

2. _____

Steve Spradley

To: Ted Lakey (ted.lakey@taylorcountygov.com); LaWanda Pemberton
(LPemberton@taylorcountygov.com)
Subject: AARP Agreement

LaWanda,

Please move forward with discussion with Ted and processing the AARP Host Agency Agreement. I've spoken to Conrad Bishop and he has given a verbal okay from his viewpoint. Once you receive board approval for Ted's signature please give to Marsha so that we can proceed with recruitment.

Thank you,
Steve

Steve Spradley, FPEM
Emergency Management Director
Taylor County Emergency Management
591 East US Highway 27
Perry, Florida 32347
850.838.3575 Office
850.838.3523 Fax
850.672.1004 Mobile

**"The pessimist complains about the wind; the optimist expects it to change; the realist adjusts the sails." – William
Arthur Ward**

<http://www.taylorcountym.com>

[Click here to sign up for instant emergency alerts in your area via ALERT TAYLOR!](#)

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

HOST AGENCY AGREEMENT

Host Agency: Taylor County BoCC/Main

Phone: (850) 838-3500

Fax: (850) 838-3531

FEIN:

Address: 201 E Green Street

Perry, FL 32347

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Program (SCSEP).

This agency is:

☐ **A Non-Profit Organization.**
(Tax exempt under the Internal Revenue code 501(c)(3))

☒ **A Public Organization.**

Enrollee Supervisors are:

☐ **Compensated with federal funds.**

☒ **Not compensated with federal funds.**

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.

2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.

3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.

4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to do the following activities/tasks:

- Accept referrals and interviews for employment outside the program;
- Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
- Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
- Register and maintain registration with the State Employment Service and/or One Stop Center;
- Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

5) It is understood that the SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to both electronically receive and send participant Time & Attendance Reports to and from the AARP Foundation office. "Reliable technology services" are those that can produce readable documents—not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot pay participants under SCSEP regulations and must place participants at an alternative agency.

10) Host agencies agree to consider competitive participants for any permanent job openings in the agency. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The Host Agency also agrees to the provisions outlined in the Participant and Host Agency Handbook as a condition of participation in the SCSEP.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) It is understood that the AARP Foundation is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties and to insure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment expressly includes driving, is approved in advance by AARP Foundation, and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the Hostagency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency should be responsible to ensure that participant maintains automobile liability insurance appropriate to cover performance of the assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct arising from instructions given to participant by host agency as part of participant's assignment, claims of unpaid wages by participants that imply a breach of Section 15 hereunder, and claims arising from host agency's duty to maintain a safe working environment for participants. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.

15) It is understood that the AARP Foundation SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform work beyond such limits or require participant to perform unpaid or volunteer work as part of participant's assignment. If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having firsthand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a) Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b) Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c) Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d) Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

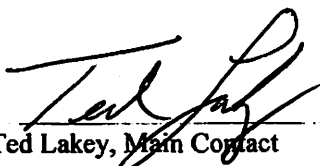
17) The host agency will be listed on the Time Attendance Report in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP Office must be notified so that the information can be updated in the databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The Host Agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party. The host agency may reject any participant or request the removal of any participant at any time for any lawful reason upon written notification to AARP Foundation.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

 _____
Ted Lahey, Main Contact 8/14/17 _____, Project Director _____ Date

Please provide your current email address in the space below:

Ted.lahey@taylorcountygov.com

SAFETY IS NO ACCIDENT

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board to approve and adopt the Taylor County Davis-Bacon Act Requirement Guidelines as required to be in compliance with the U.S. Department of Treasury Restore Act requirements and policies.

MEETING DATE REQUESTED:

August 7, 2017

Statement of Issue: The County is required to adopt a Davis-Bacon Act training program to be in compliance with Restore Act requirements.

Recommended Action: Board to approve and adopt the Taylor County Davis-Bacon Act Requirement Guidelines

Fiscal Impact: The County must have a Davis-Bacon Act training program in place to be eligible to receive Restore Act funds.

Budgeted Expense: Y/N Not Applicable

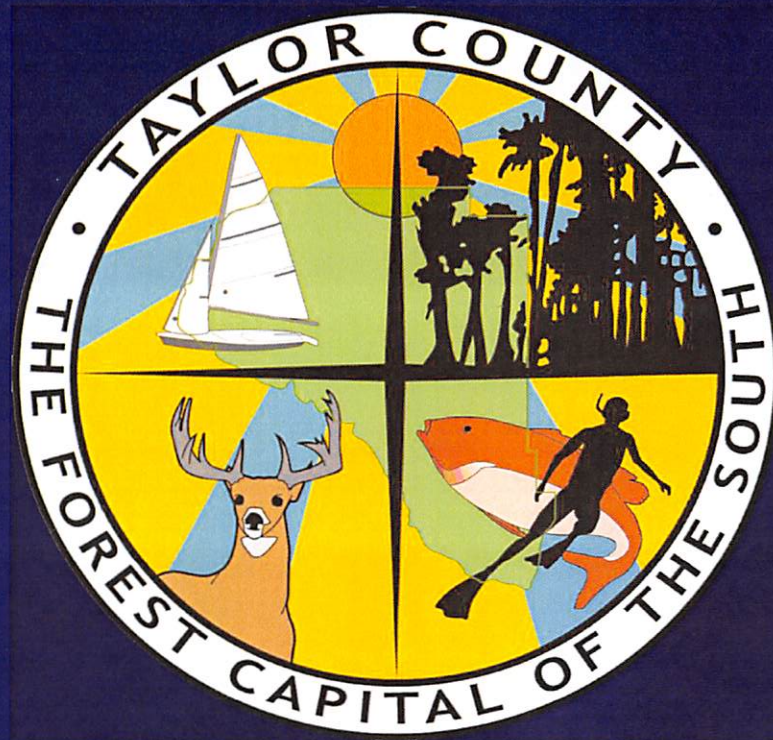
Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County approved a Davis-Bacon Act training program May 17, 2016, however the training program needed to be updated to be in compliance with the current Code of Federal Regulations for federal grants. All applicable staff will be required to receive training to insure compliance with the Davis-Bacon Act.

Attachments: Taylor County Davis-Bacon Act Requirements Guidelines



Taylor County Davis-Bacon Act Requirement Guidelines

Updated July 2017

What is the Davis-Bacon Act?



Protects communities and
workers from non-local
contractors underbidding local
wage levels



What are the Davis – Bacon Act (DBA) Requirements?



- Payment of locally “prevailing wages” and “fringe benefits” to laborers and mechanics, as determined by the U.S. Department of Labor (DOL)
- Applies to direct Federal contracts
- Applies to “laborers” and “mechanics” of contractors and subcontractors

- Performing work on the “site of the work”
- Must be paid weekly
- Wage scale must be posted at the job site in both English and Spanish

Who is covered by DBA?



- Laborers and Mechanics
- Only those who work “on the site”



Who is not covered by DBA?



- Timekeepers, inspectors, architects, engineers
- Executive, administrative and professional employees



- Working foremen
- Delivery truck drivers



DBA COMPLIANCE

Developing an internal compliance program is the best means to mitigate potential risk of significant DBA non-compliances. To enforce compliance Taylor County will:

1. Ensure the County meets the Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal and state regulations, standards, and statutes.

2. All applicable bid documents will include DBA compliance requirements to ensure potential contractors understand compliance standards prior to submitting a bid.

3. Ensure all contractors and grant recipients understand Taylor County's commitment to DBA compliance and compliance to all applicable federal and state regulations, standards, and statutes including the Code of Federal Regulations Part 200.

4. New contracts executed with contractors and applicable grant recipients and/or subrecipients will include compliance requirements.

5. Appropriate County staff will review contractor invoices/requests for payment for DBA compliance prior to approving any payment to contractors.

For an Effective Compliance Program Taylor County will:

- Ensure appropriate County staff have knowledge and understanding of federal and state regulations, requirements, standards, and statutes related to DBA requirements, including CFR Part 200. Staff should include at a minimum engineering, finance department, project managers, and the grants department.

- Identify DBA requirements early – Have a complete understanding of grant contract/agreement requirements, project scope of work, and ensure bid and contractual documents clearly outline DBA requirements for contractors.



- Validate and verify subcontractor compliance
 - Primary contractors are responsible for the compliance of covered subcontractors. DBA – covered contracts shall include a mandatory flow down provision; therefore contracts must include contractual protections such as wage scale audit rights, certifications, withholding mechanisms and indemnifications in all subcontract agreements.

- Seek outside professional guidance from an attorney or other applicable source if so needed.



To Meet DBA Compliance Standards the County will:

- Conduct and/or participate in pre-construction meetings to ensure contractors and/or subcontractors understand DBA requirements
- Post WD and other labor information on site
- Conduct contractor employee interviews if needed and so applicable
- Collect certified payrolls (WH-347)
- Verify payrolls for WD compliance
- Report and correct discrepancies

Consequences of Non-Compliance with DBA

- Consequences of non-compliance can include the following:
 - Payment of back wages and fringe benefits to employees
 - Withholding of payments due the contractor on active contracts funded with federal grants
 - Contract termination
 - Personal liability for company officials
 - Debarment from all government contracts for a 3 year period and False Claims Act liability

- County risks not being reimbursed for federal and/or state grant funds expended.
- Grant agreement/contract may be terminated
- County may not be eligible for future federal and/or state grants for an extended period of time.

DBA – Resources

- Wage Determination Online –
<http://www.wdol.gov/>
- Contractors Guide to Prevailing Wage Requirements –
<http://portal.hud.gov/hudportal/documents/hudoc?id=4812-LRguide.pdf>
- DOL Davis-Bacon and Related Acts Homepage –
<http://www.dol.gov/whdcontracts/dbra.htm>
- Code of Federal Regulations Part 200 –
<http://www.gpo.gov>

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
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

TED LAKEY, 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

The Taylor County Board of Commissioners of Taylor County, Florida **DULY ADOPTED** the Taylor County Davis-Bacon Act Requirement Guidelines this 7th day of August, 2017.

BY: _____
Pam Feagle, Chairman

ATTEST: _____
Annie Mae Murphy, Clerk of Court

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



MEETING DATE REQUESTED:

08/07/2017

Statement of Issue:

2016/2017 FY

The Board to consider approval of the invoice from Florida Association of Counties Trust, for deductible amount on the BCC's liability insurance (reference Marcella Bridier); and also to consider approval of a budget transfer for \$5,000 from the general fund "reserve for contingency.

Recommended Action:

Approval of Invoice \$5,000

Approval of Budget Transfer from Contingency \$5,000

Fiscal Impact:

This is not a budgeted expense; contingency funds will be reduced by \$5,000 to cover the difference in the invoice and the budget

Budgeted Expense:

no; the expense was not projected when the budget was prepared

Submitted By:

Dannielle Welch, County Finance Director

Contact:

838-3506, ext. 122

dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

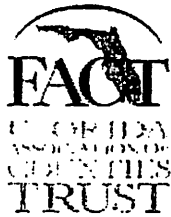
History, Facts & Issues:

Options:

approve invoice and budget transfer

Attachments:

Invoice for payment to the Florida Association of Counties Trust.



Florida Association of Counties Trust

INVOICE

**To: Dannielle Welch
Taylor County Board of County Commissioners
FMIT# 9018
P.O. Box 620
Perry, FL 32348**

**From: Valerie Morrison
Florida Municipal Insurance Trust
Liability Claims Department
P.O. Box 538135
Orlando, FL 32853-8135**

Date: 8/2/2017

RE: Deductible Invoice

Below listed are amounts due on your Liability Deductible as of 6/30/2017

General Liability Deductible - \$5000	Fund Year 10/01/2014 - 10/01/2015	\$5,000.00
Total Amount Due		\$5,000.00

RECEIVED

AUG - 2 2017

**ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA**

Payment Due by:

9/1/2017

**Please make check payable to:
Florida Association of Counties Trust
P.O. BOX 530065
Orlando, FL 32853-0065**

FLORIDA ASSOCIATION OF COUNTIES TRUST - GENERAL LIABILITY
DEDUCTIBLE INVOICE DETAILS
10/01/2014 - 10/01/2015 as of 6/30/2017

FMIT #: 9018
Taylor County Board of County Commissioners
Deductible Amount: \$5,000

Monies Due

File Number	Claimant	Event_Description	Date of Injury	Amount Paid to Date	Amount Recov to Date	Amount Refund to Date	Amount Due
GC2014000614-F	BRIDIER, MARCELLA	EEOC/DISCRIMINATION (SF)	10/1/2014	\$249,500.00	\$0.00	\$0.00	\$5,000.00

RECEIVED

AUG - 2 2017

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Totals				\$249,500.00	\$0.00	\$0.00	\$5,000.00
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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

July 25, 2017

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

Dear Mrs. Feagle,

Attached please find the Annual End of Year Recapitulation Report for the
Non Ad Valorem Rolls in our county for 2016.

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 2016; 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 2016 Assessment Roll in the following amounts:

PROPERTY APPRAISER		TAX COLLECTOR	
Errors	56,116.	Federal bankruptcies	800.
Insolvencies		Other: (specify) Non Ad Valorem	
Double assessments	5774.	Errors & Exemptions	13359.
Discounts	737,067.	Discounts	26,677.
TOTAL			839,793.


Signature, Tax Collector

Taylor
County

7/14/17
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	56,116.	Federal bankruptcies	800.
Insolvencies		Others: (specify) Non Ad Valorem	
Double assessments	5,774.	Errors & Exemptions	13,359.
Discounts	737,067.	Discounts	26,677.
TOTAL			839,793.

Attest:

Clerk

Signature, chairman

Date

Member

Member

Member

Member

TAX COLLECTOR'S RECAPITULATION OF THE NON AD VALOREM TAX ROLL FOR TAYLOR COUNTY, FLORIDA.
2016

EVERY SPACE MUST BE FILLED IN
 WHERE THERE ARE SPACES THAT
 ARE NOT APPLICABLE, WRITE "NONE".

DEBITS:

1. Taxes Levied as Certified to Department of Revenue by Property Appraiser
2. Plus Additions to the Roll
3. Less Subtractions from the Roll including Rounding Error
4. Penalties Collected on Current Roll
5. Total Taxes Levied on 20__ Tax Roll

LANDFILL (1)	OCEAN POND (2)	DEERWOOD (3)	WARRIOR CREEK (4)	STRICKLAND LANDING (5)	OAKRIDGE ESTATE (6)	STEINHATCHEE ACRES (7)	BOWDENS SUBDIVISION (8)	CEDAR ISLAND EAST (9)	SCALLOP BAY (10)	GULF COAST ESTATE (11)	TOTAL NON AD VALOREM TAXES (12)
1,064,614	4,935	6,545	1,505	5,450	990	27,409	1,679	-	2,506	4,490	1,120,123
1,120	-	-	-	-	-	-	-	-	-	-	1,120
-	-	-	-	-	-	-	-	-	-	-	-
4,288	11	17	13	23	23	45	10	-	9	10	4,449
1,070,022	4,946	6,562	1,518	5,473	1,013	27,454	1,689	-	2,515	4,500	1,125,692

CREDITS:

Prior Year Corrections

6. Total Monies Collected (including Individual Tax Sale Certificates)
7. Discounts Allowed
8. Total Cash Credits on Collections (6 + 7)
9. Warrants Pending
10. County Tax Sale Certificates
11. Errors and insolvencies
12. Uncollected Taxes Due to Pending Litigation
13. Penalties and Interest on Warrants
14. Over (-) or Under (+) Collected
15. Total Credits
(Lines 5 and 15 Should Balance)

1,017,133	4,783	6,396	1,491	5,342	1,004	26,474	1,647	-	2,450	4,355	1,071,075
25,276	128	166	27	131	9	688	42	-	65	145	26,677
1,042,409	-	-	-	-	-	-	-	-	-	-	1,097,752
-	-	-	-	-	-	-	-	-	-	-	-
12,484	35	-	-	-	-	-	-	-	-	-	12,519
13,067	-	-	-	-	-	292	-	-	-	-	13,359
140	-	-	-	-	-	-	-	-	-	-	140
NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
1,922	-	-	-	-	-	-	-	-	-	-	1,922
1,070,022	4,946	6,562	1,518	5,473	1,013	27,454	1,689	-	2,515	4,500	1,125,692

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 30-Jun-17

Signature:



Tax Collector

INPUT

DATE

Amended

10

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 5, 2017

VIA E-MAIL

Mr. Scott Mixon
Public Affairs Manager
Georgia-Pacific, Foley Cellulose Mill
1 Buckeye Drive
Perry, Florida 32348
Scott.Mixon@gapac.com

Re: Pipeline Easement

Dear Scott:

In answer to your e-mail of July 3, 2017, the answer is, yes.

I am by copy of this e-mail to Hon. Annie Mae Murphy and Mr. Ted Lakey advising them of your request to put the attached revised Easement on the agenda for the July 18, 2017 meeting.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Attachment

Cc: Hon. Annie Mae Murphy
Mr. Ted Lakey

Upon recording return to:

Foley Cellulose LLC
133 Peachtree Street, NE
42nd Floor
Atlanta, Georgia 30303-5605
Attention: Law Department – Real Estate

PIPELINE EASEMENT

THIS UTILITY EASEMENT (the “**Agreement**”) is made this ____ day of _____, 2017 (the “**Effective Date**”), by and between TAYLOR COUNTY, FLORIDA, a _____, whose address is 201 East Green Street, Perry, Florida 32347 (“**Grantor**”) and FOLEY CELLULOSE LLC, a Delaware limited liability company, whose address is 133 Peachtree Street NE, Atlanta, Georgia 30303 (“**Grantee**”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situated in Taylor County, Florida and described on **Exhibit “A”** attached hereto and made a part hereof (the “**Grantor’s Property**”); and

WHEREAS, Grantee has requested that Grantor grant and convey to Grantee a certain ____ foot (____’) wide non-exclusive permanent easement for the installation, operation, maintenance, repair, replacement and removal of a treated effluent transmission pipeline system along with the necessary fixtures, equipment and appurtenances (the “**Improvements**”) over, upon and across the Grantor’s Property in the areas described herein for the purposes set forth herein for use by Grantee, its employees, agents and contractors (collectively, “**Third Parties**”) across the land together with the right of ingress and egress to and from said Improvements subject to the terms and conditions herein over, upon and across Grantor’s Property in the location described on **Exhibit “B”** for the purposes set forth herein (the “**Easement**”) for use by Grantee and its Third Parties;

WHEREAS, Grantor has agreed to grant the Easement to Grantee subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the terms hereof and other good and valuable consideration not set forth herein, but the receipt and sufficiency of which is hereby acknowledged, Grantee and Grantor do hereby agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct, and are incorporated herein by reference.
2. Grant of Easement. Grantor hereby grants, conveys and declares unto Grantee the Easement over that portion of Grantor's Property more particularly described on Exhibit "B" for the installation, construction, maintenance, operation, repair, replacement and removal of the Improvements.
3. Compliance with Applicable Laws. Grantee agrees to conform its activities and use of the Easement in accordance with all applicable governmental requirements.
4. Modification. The easement hereby granted, created and declared sets forth the entire agreement among the parties and may not be changed, amended or modified except by an instrument in writing, executed by Grantee and Grantor.
5. Governing Laws and Severability. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.
6. Binding Effect and Warranty of Title. The Easement hereby created, granted and conveyed shall run with the title to Grantor's Property as covenants running with the land and shall be binding upon, and shall inure to the benefit of Grantee and Grantor, and their respective successors and assigns, including, without limitation, the respective mortgagees, tenants, agents, licensees, guests and invitees of such owner or owners. Grantor does hereby warrant and agree to forever defend the right, title, and interest to the property or rights conveyed unto Grantee against the lawful claims of all persons whomsoever claiming by, through or under Grantor.
7. Notices. Wherever any notice, demand, request, consent, approval or other communication (a "Notice" or "notice") is required or permitted hereunder, such notice shall be in writing and shall be deemed effective and given upon deposit with an overnight courier service or within three (3) business days after deposit in the United States Mail, registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at such other addresses in the United States as are specified by written notice in accordance herewith:

As to Grantee:

Foley Cellulose LLC
133 Peachtree Street, NE
Atlanta, Georgia 30303
Attention: Division Counsel

With a Copy to:

c/o Georgia-Pacific LLC
133 Peachtree Street, NE
42nd Floor
Atlanta, Georgia 30303
Attention: Law Department – Real Estate

As to Grantor:

Taylor County, Florida
201 East Green Street
Perry, Florida 32347
Attention: _____

Notwithstanding anything contained herein to the contrary, any time period referenced herein for responding to a notice sent by certified or registered mail shall commence to run from the date of actual receipt of any such notice as evidenced by the return receipt of any such notice. In any event in which a party required to consent or agree with respect to any matter involving this Agreement, unless a different time frame is specifically provided for in this Agreement, each party hereto shall be required to respond to any request for a consent or approval within fifteen (15) business days of receipt of a written request from another party hereto requesting such consent or approval, and if no response is received from the party receiving such notice within such time frame, the party providing such notice shall be authorized to conclusively presume that the request or approval submitted is acceptable to the party failing to respond.

8. Indemnification. Except to the extent caused by or arising from Grantor's or its agent's, employee's or invitee's negligence or intentional misconduct, Grantee will, at all times, assume all risk of and indemnify, defend, and save harmless Grantor from and against any and all loss, damage, and cost of expenses arising in any manner on account of the installation, operation, maintenance, repair, replacement and removal of the Improvements or attempted exercises by Grantee of the rights and privileges contained herein.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantee and Grantor have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

"Grantee"

FOLEY CELLULOSE LLC

By: _____
Name: Gerald A. Shirk
Title: Vice President – Real Estate

STATE OF GEORGIA)
)
COUNTY OF)

I, _____, a Notary Public for said County and State, certify that Gerald A. Shirk, personally came before me this day and acknowledged that he is the Vice President – Real Estate of Foley Cellulose LLC and that by authority duly given as the act of the limited liability company, he signed the foregoing instrument in its name on behalf of said limited liability company.

Witness my hand and official stamp or seal, this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

"Grantor"

TAYLOR COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF)

I, _____, a Notary Public for said County and State,
certify that _____, personally came before me this day and acknowledged
that s/he is the _____ of Taylor County, Florida and that by authority duly
given as the act of the municipality, s/he signed the foregoing instrument in its name on behalf of
said municipality.

Witness my hand and official stamp or seal, this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"
Grantor's Property

EXHIBIT B

**Easement Location
(to be inserted)**

Document comparison by Workshare Professional on Tuesday, June 13, 2017
7:19:29 AM

Input:	
Document 1 ID	interwovenSite://HQFILELAW/Law/5337208/2
Description	#5337208v2<Law> - Perry, FL - easement with Taylor County
Document 2 ID	interwovenSite://HQFILELAW/Law/5337208/3
Description	#5337208v3<Law> - Perry, FL - easement with Taylor County
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	2
Deletions	0
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	2

Upon recording return to:

Foley Cellulose LLC
133 Peachtree Street, NE
42nd Floor
Atlanta, Georgia 30303-5605
Attention: Law Department – Real Estate

PIPELINE EASEMENT

THIS UTILITY EASEMENT (the “**Agreement**”) is made this ____ day of _____, 2017 (the “**Effective Date**”), by and between TAYLOR COUNTY, FLORIDA, a _____, whose address is 201 East Green Street, Perry, Florida 32347 (“**Grantor**”) and FOLEY CELLULOSE LLC, a Delaware limited liability company, whose address is 133 Peachtree Street NE, Atlanta, Georgia 30303 (“**Grantee**”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situated in Taylor County, Florida and described on **Exhibit “A”** attached hereto and made a part hereof (the “**Grantor’s Property**”); and

WHEREAS, Grantee has requested that Grantor grant and convey to Grantee a certain ____ foot (____’) wide non-exclusive permanent easement for the installation, operation, maintenance, repair, replacement and removal of a treated effluent transmission pipeline system along with the necessary fixtures, equipment and appurtenances (the “**Improvements**”) over, upon and across the Grantor’s Property in the areas described herein for the purposes set forth herein for use by Grantee, its employees, agents and contractors (collectively, “**Third Parties**”) across the land together with the right of ingress and egress to and from said Improvements subject to the terms and conditions herein over, upon and across Grantor’s Property in the location described on **Exhibit “B”** for the purposes set forth herein (the “**Easement**”) for use by Grantee and its Third Parties;

WHEREAS, Grantor has agreed to grant the Easement to Grantee subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the terms hereof and other good and valuable consideration not set forth herein, but the receipt and sufficiency of which is hereby acknowledged, Grantee and Grantor do hereby agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct, and are incorporated herein by reference.
2. Grant of Easement. Grantor hereby grants, conveys and declares unto Grantee the Easement over that portion of Grantor's Property more particularly described on Exhibit "B" for the installation, construction, maintenance, operation, repair, replacement and removal of the Improvements.
3. Compliance with Applicable Laws. Grantee agrees to conform its activities and use of the Easement in accordance with all applicable governmental requirements.
4. Modification. The easement hereby granted, created and declared sets forth the entire agreement among the parties and may not be changed, amended or modified except by an instrument in writing, executed by Grantee and Grantor.
5. Governing Laws and Severability. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.
6. Binding Effect and Warranty of Title. The Easement hereby created, granted and conveyed shall run with the title to Grantor's Property as covenants running with the land and shall be binding upon, and shall inure to the benefit of Grantee and Grantor, and their respective successors and assigns, including, without limitation, the respective mortgagees, tenants, agents, licensees, guests and invitees of such owner or owners. Grantor does hereby warrant and agree to forever defend the right, title, and interest to the property or rights conveyed unto Grantee against the lawful claims of all persons whomsoever claiming by, through or under Grantor.
7. Notices. Wherever any notice, demand, request, consent, approval or other communication (a "Notice" or "notice") is required or permitted hereunder, such notice shall be in writing and shall be deemed effective and given upon deposit with an overnight courier service or within three (3) business days after deposit in the United States Mail, registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at such other addresses in the United States as are specified by written notice in accordance herewith:

As to Grantee:

Foley Cellulose LLC
133 Peachtree Street, NE
Atlanta, Georgia 30303
Attention: Division Counsel

With a Copy to:

c/o Georgia-Pacific LLC
133 Peachtree Street, NE
42nd Floor
Atlanta, Georgia 30303
Attention: Law Department – Real Estate

As to Grantor:

Taylor County, Florida
201 East Green Street
Perry, Florida 32347
Attention: _____

Notwithstanding anything contained herein to the contrary, any time period referenced herein for responding to a notice sent by certified or registered mail shall commence to run from the date of actual receipt of any such notice as evidenced by the return receipt of any such notice. In any event in which a party required to consent or agree with respect to any matter involving this Agreement, unless a different time frame is specifically provided for in this Agreement, each party hereto shall be required to respond to any request for a consent or approval within fifteen (15) business days of receipt of a written request from another party hereto requesting such consent or approval, and if no response is received from the party receiving such notice within such time frame, the party providing such notice shall be authorized to conclusively presume that the request or approval submitted is acceptable to the party failing to respond.

8. Indemnification. Except to the extent caused by or arising from Grantor's or its agent's, employee's or invitee's negligence or intentional misconduct, Grantee will, at all times, assume all risk of and indemnify, defend, and save harmless Grantor from and against any and all loss, damage, and cost of expenses arising in any manner on account of the installation, operation, maintenance, repair, replacement and removal of the Improvements or attempted exercises by Grantee of the rights and privileges contained herein.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantee and Grantor have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

"Grantee"

FOLEY CELLULOSE LLC

By: _____
Name: Gerald A. Shirk
Title: Vice President – Real Estate

STATE OF GEORGIA)
)
COUNTY OF)

I, _____, a Notary Public for said County and State, certify that Gerald A. Shirk, personally came before me this day and acknowledged that he is the Vice President – Real Estate of Foley Cellulose LLC and that by authority duly given as the act of the limited liability company, he signed the foregoing instrument in its name on behalf of said limited liability company.

Witness my hand and official stamp or seal, this ____ day of _____, 2017.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

"Grantor"

TAYLOR COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF)

I, _____, a Notary Public for said County and State,
certify that _____, personally came before me this day and acknowledged
that s/he is the _____ of Taylor County, Florida and that by authority duly
given as the act of the municipality, s/he signed the foregoing instrument in its name on behalf of
said municipality.

Witness my hand and official stamp or seal, this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"
Grantor's Property

EXHIBIT B

**Easement Location
(to be inserted)**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM STEINHATCHEE GARDEN CLUB TO PLACE "NO LITTERING" SIGNS IN THE STEINHATCHEE AREA.



MEETING DATE REQUESTED:

AUGUST 7, 2017

Statement of Issue:

MEMBERS OF STEINHATCHEE GARDEN CLUB ARE PROPOSING PLAN TO FUND AND PLACE "NO LITTERING" FRIENDLY SIGNS IN THE STEINHATCHEE COMMUNITY AREA.

Recommended Action:

Fiscal Impact:

NONE

Budgeted Expense:

Submitted By:

JAYA MILAM, STEINHATCHEE GARDEN CLUB

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

PROPOSAL FROM STEINHATCHEE GARDEN CLUB

~ 2017 ~



JAYA Miam
(954) 534-5041

JAYAMiam@gmail.com

Mission Statement: Keep the Steinhatchee countryside beautiful for all to enjoy

Problem:

A grave problem for Steinhatchee is keeping the countryside clean and beautiful for everyone to enjoy and experience. Litter has been a constant and persistent problem in Steinhatchee for many years and has destroyed the beauty of the natural landscape and seaside areas which has been disheartening for good number of her residents and visitors. Keeping the trash and litter off our landscape has been a constant challenge for many residents with the reckless nature of those that inappropriately throw their trash on the roadsides, parks, and public areas, instead of placing the trash in the available receptacles.

Solution Proposal:

We, at the Steinhatchee Garden Club, as a member of the Florida Federation of Garden Clubs, are committed to assisting them in the change of this culture of reckless regard for our environment. We are proposing to fund and then post "no littering" friendly signs in seven locations noted below with a positive warm reminder to keep Steinhatchee clean for all to enjoy:

"Please Leave Nothing But Foot Prints..."

We would like to position these signs around the community where there are existing trash receptacles already maintained by Taylor County. We have identified the first seven locations as follows:

1. Steinhatchee Boat Ramp
2. Hagen's Cove
3. Steinhatchee Falls
4. Dallus Creek launch
5. Steinhatchee Community Center
6. Stephens Springs (once restoration work complete)
7. On 1st Avenue at the Steinhatchee School and/or Citizens Bank



We, the Steinhatchee Garden Club, will provide the signs, installation, and maintenance of the signs.

The signs will be fully furnished and constructed by the Garden Club and will be composed of painted and cured wood with a design as attached. The signs will be pre-assembled and will be installed in the ground with a concrete base to secure them and rugged enough to weather the storms and other inclement weather situations.



Please,

Leave

Nothing

Behind

But

Footprints

Zebra Longwing



Steinhatchee Garden Club
Thanks You!
Taylor County Ordinance
30-75

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Meeting Date:

Statement of Issue: Return of Cedar Island
East Fire Station to Lindsey estate.

Recommendation: _____

Fiscal Impact: \$ _____ Budgeted Expense: Yes ☐ No ☐ N/A ☐

Submitted By: Lee & Mike McKinney

Contact: Timothy Curtis Howell 850-843-5102

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On October 13, 1989 Ben and
Billie Lindsey granted a Warranty deed
to Taylor County said property to be used
for a Fire Station. Upon the disbandment of
the volunteer department, and the building no longer
being a fire station, we request the property be
returned to the Lindsey estate as per the
reverter clause in said deed.

Options: 1. _____
2. _____

Attachments: 1. _____
2. _____

July 5, 2017

Conrad Bishop, Esquire
Attorney, Taylor County Board of Commissioners
Perry, Florida

Dear Mr. Bishop,

In 1989, my father, Ben Lindsey, deeded land at Cedar Island to the county, to provide property for a fire station to serve the citizens of the Taylor County beaches area.

Attached is a copy of the Conditional Warranty Deed with Reverter. which returns this property to the estate of Ben Lindsey, should it no longer be in active use as a fire station.

As considerable time has passed since its active use, I request that the property be deeded back to the estate of Ben Lindsey.

Thank you.

Sincerely,


Lee Lindsey McKinney

Firehouse

Copy

CONDITIONAL WARRANTY DEED
WITH RIGHT OF REVERTER

THIS INDENTURE made this 13th day of October, 1989, Between BEN LINDSEY and BILLIE O. LINDSEY, his wife of the County of Taylor, State of Florida, grantor and THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY whose post office address is Taylor County Courthouse, of the County of Taylor, State of Florida, grantee, WITNESSETH, that said grantor for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying, and being in Taylor County, Florida, to-wit:

Commencing at the NE corner of the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 6, Township 8 South, Range 8 East; thence run N 89° 00' 50" W along the Section line 666.94 feet to the NW corner of said Section 6, Township 8 South, Range 8 East. Said corner also being the NE corner of Section 1, Township 8 South, Range 7 East; thence continue N 89° 00' 50" W along the Section line 1214.23 feet; thence run S 10 29' 30" W 195.76 feet; thence run N 88° 30' 30" W 485.43 feet for the POINT OF BEGINNING; thence continue N 88° 30' 30" W 50.00 feet; thence run N 40 46' 09" W 199.52 feet; thence run S 88° 30' 30" E 50 feet; thence run S 40 46' 09" E 198.6 feet to the POINT OF BEGINNING.

Provided always that the following restrictions and conditions shall run with the above described property and accepting this conditional warranty deed the Grantee accepts it on these conditions to-wit:

1. The land deeded herein is to be used as a base station for a fire department serving the beach area of Taylor County.
2. Within six months after date the grantee shall establish and maintain a viable fire department on said land and maintain and operate it continuously thereafter.
3. All buildings and sheds on said land shall be designed and painted so as to be in harmony with the adjacent church building and pastorium.
4. No derelict cars, boats, or junk shall be kept on said premises and no county dump trucks, motor graders or vehicles other than fire trucks shall be parked or stored on said land for more than 10 consecutive days.
5. No living quarters or trailer homes shall be maintained on said land.
6. Except in emergencies, no fire drills, equipments repairs or other activities shall be carried on during a regularly scheduled church meeting or service at the adjacent church.
7. The grounds shall be kept clean, mowed and maintained comparably to the church grounds and pastorium.
8. Grantee will observe a set back line of 8 feet from property lines and 20 feet from roads.
9. No structure or activity may be maintained or conducted that will adversely affect the value or desirability of the adjacent property for residential or church purposes.

REVERTER CLAUSE

If Grantee fails to maintain a viable fire department on said land or is in violation of any of the above provisions for six consecutive months the title to said land shall at Grantors option revert to the Grantor and Grantee shall vacate the premises.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grnator has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

John R. Weed
Mary C. Driggers

Ben Lindsey (Seal)
Billie O. Lindsey (Seal)

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

BEN LINDSEY and BILLIE O. LINDSEY
to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of October, 1989.

William M. LaValle
NOTARY PUBLIC WILLIAM M. LAVALLE
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

MY COMMISSION EXPIRES:

By: Annie M. Murphy S.C.

JOHN R. WEED,
Attorney at Law
605 S. Jefferson St.
Perry, Florida 32347



Overview



Legend

- Parcels
- Parcel Numbers
- Highway
- City Streets
- Graded
- Roads
- Tram
- State Outlines

Parcel ID	07019-010	Alternate ID	n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	01-08-07	Class	Vacant		P O BOX 620
Property Address	1000 MEETING HOUSE RD	Acreage	n/a		PERRY FL 32348
	CO				
District	CO				
Brief Tax Description	LEG 0000.21 ACRES - CEDAR ISLAND EAST URS - COM NE COR OF SECT TH W 1214.23 FT - S 195.76 FT W 485.43 FT FOR POB TH - W 50 FT N4DW 199.52 FT E 50 FT S4DE - 198.6 FT TO POB - FIRE STATION - OR 270-427				
	(Note: Not to be used on legal documents)				

Date created: 7/31/2017
Last Data Uploaded: 7/28/2017 10:18:13 PM

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 6, 2017

VIA E-MAIL AND REGULAR MAIL

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

Mr. Ted Lakey
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Letter from Lee Lindsey McKinney

Dear Annie Mae and Ted:

Enclosed please find:

1. A letter I received from Ms. McKinney
2. A copy of the Conditional Warranty Deed she refers to in the letter

I would like to discuss this with the Board so could you please put it on the agenda for the next regular meeting?

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

received

7/7/17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



DISCUSS DUAL TAX ROLL CERTIFICATION
AND UNPAID BALANCES ON SOLID WASTE

MEETING DATE REQUESTED:

8/7/17

Statement of Issue:

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: MARK WEGGINS, TAX COLLECTOR

Contact: MARK WEGGINS

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: → TO DISCUSS DUAL TAX ROLL CERTIFICATION
AND PRESENT BOARD WITH SOLID WASTE
UNPAID BALANCES FOR YEAR 14, 15, & 16

Options:

Attachments:

DUAL CERTIFICATION RESOLUTION

AND

LETTER TO BOARD

AND

ROLL RECAP FOR UNPAID SOLID WASTE
FOR YEARS 14, 15, & 16.

RESOLUTION No. _____

**A RESOLUTION OF TAYLOR COUNTY, FLORIDA,
PROVIDING FOR THE EXTENSION OF THE 2017
ASSESSMENT ROLLS PURSUANT TO SECTIONS
197.323 AND 193.122, FLORIDA STATUTES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Pursuant to section 197.323, Florida Statutes, the Board of County Commissioners may, upon request by the tax collector and by majority vote, order the assessment rolls to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1; and

WHEREAS, Section 193.122, Florida Statutes sets forth provisions for the certification of the assessment rolls and directs the value adjustment board to certify each assessment roll upon order of the Board of County Commissioners; and

WHEREAS, The completion of the Taylor County Value Adjustment Board hearings for the 2017 tax year will delay issuance of tax notices beyond November 1; and

WHEREAS, a delay in the issuance of tax notices may result in a disruption to the operations of the Taylor County Taxing Authorities.

NOW THEREFORE, BE IT RESOVED THAT pursuant to the provisions of section 197.323, Florida Statutes, and section 193.122, Florida Statutes, the Board of County Commissioners, by majority vote, orders the 2017 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.

DULY PASSED AND ADOPTED by the Taylor County Board of County Commissioners this ____ day of _____, 2017.

ATTEST:

Taylor County BCC:

Annie Mae Murphy
Taylor County Clerk of Court

Pam Feagle
Chairman

07/28/2017

To: The Taylor County Board of County Commissioners

RE: Resolution providing for extension of the 2017 tax roll pursuant to section 197.323

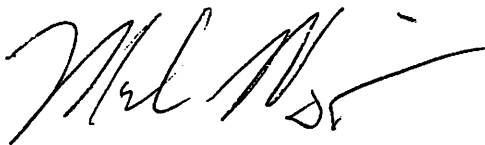
This office has discussed with the Property Appraiser's office the likelihood that, because of recent statutory changes, completion of the Value Adjustment Board (VAB) hearings for the 2017 tax year will delay the issuance of tax notices beyond November 1. The legislature has made significant changes to the VAB hearing process. Perhaps the most significant change has been to the notice of the VAB hearing that the clerk's office is required to provide petitioners. For many years, petitioners were entitled to receive notice at least 10 days prior to the scheduled hearing. That time period has been extended in five-day increments until now petitioners must receive notice of the hearing at least 25 days prior to the hearing date. See 194.032(2), Florida Statutes. The petitioners also are entitled to have their hearing date rescheduled. Id. As a result, the VAB hearings are beginning later and taking longer to conclude.

There is a statutory process whereby the county commission can authorize the VAB and the property appraiser to make a first certification and extension of the 2017 tax rolls prior to completion of the VAB hearings so that tax notices can be timely issued by November 1. Section 197.323(1), Florida Statutes, provides that:

Notwithstanding the provisions of s. 193.122, the board of county commissioners may, upon request by the tax collector and by majority vote, order the roll to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for a delay in the issuance of tax notices beyond November 1.

The tax collector hereby requests the Board of County Commissioners to authorize and direct the VAB and the property appraiser to certify and extend the 2017 tax rolls prior to completion of the VAB hearings pursuant to section 197.323. The final tax rolls will be recertified following the conclusion of the VAB hearings in accordance with section 193.122, Florida Statutes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Wiggins', with a stylized flourish at the end.

Mark Wiggins
Taylor County Tax Collector

L LFI LANDFILL

	Tax Roll R (Real Estate)	Tax Roll P (Tangibles)	Tax Roll X (Rail/Roads)	Grand Total
Original Certified Values	1,064,614.05 (7,123)	0.00 (0)	0.00 (0)	1,064,614.05 (7,123)
Less Corrections on E&I	-12,786.70 (95)	0.00 (0)	0.00 (0)	-12,786.70 (95)
Plus Corrections on E&I	980.00 (0)	0.00 (0)	0.00 (0)	980.00 (0)
Less Non-E&I Corrections	-700.00 (5)	0.00 (0)	0.00 (0)	-700.00 (5)
Plus Non-E&I Corrections	140.00 (1)	0.00 (0)	0.00 (0)	140.00 (1)
Total Adjusted Roll Value	1,052,247.35	0.00	0.00	1,052,247.35
Plus Back Assessments	0.00 (0)	0.00 (0)	0.00 (0)	0.00 (0)
Total Roll to be Collected	1,052,247.35 (7,123)	0.00 (0)	0.00 (0)	1,052,247.35 (7,123)
Payments Collected and Updated	971,647.77 (6,512)	0.00 (0)	0.00 (0)	971,647.77 (6,512)
Payments Collected and NOT Updated	420.00 (3)	0.00 (0)	0.00 (0)	420.00 (3)
Tax Sale Payments Collected	69,586.22 (440)	0.00 (0)	0.00 (0)	69,586.22 (440)
Total all Payments/ISF/Cancels	1,041,653.99 (6,955)	0.00 (0)	0.00 (0)	1,041,653.99 (6,955)
Total Discounts	-25,275.83	0.00	0.00	-25,275.83
Total Interest	4,431.33	0.00	0.00	4,431.33
Total Amount Distributed	1,020,809.49	0.00	0.00	1,020,809.49
Net Unpaid Balance	10,593.36 (169)	0.00 (0)	0.00 (0)	10,593.36 (169)
Status Code BANKRUPTCY				
Status Code COMBINED PARCEL				
Status Code DO NOT CHANGE ADDRES				
Status Code HUNTING CAMP				
Status Code SEE REMARKS				
Status Code WARNING LETTER				
Total All Status Coded Parcels	0.00 (0)	0.00 (0)	0.00 (0)	0.00 (0)
Total Zero Bill Count	(93)	(0)	(0)	(93)
Total Unpaid Balance	10,593.36 (76)	0.00 (0)	0.00 (0)	10,593.36 (76)
Total Credits to Roll	1,052,247.35 (7,124)	0.00 (0)	0.00 (0)	1,052,247.35 (7,124)

L LFI LANDFILL

	Tax Roll R (Real Estate)	Tax Roll P (Tangibles)	Tax Roll X (Rail/Roads)	Grand Total
Original Certified Values	1,061,113.80 (7,110)	0.00 (0)	0.00 (0)	1,061,113.80 (7,110)
Less Corrections on E&I	-13,673.38 (99)	0.00 (0)	0.00 (0)	-13,673.38 (99)
Plus Corrections on E&I	793.35 (0)	0.00 (0)	0.00 (0)	793.35 (0)
Less Non-E&I Corrections	-466.67 (3)	0.00 (0)	0.00 (0)	-466.67 (3)
Plus Non-E&I Corrections	0.00 (0)	0.00 (0)	0.00 (0)	0.00 (0)
Total Adjusted Roll Value	1,047,767.10	0.00	0.00	1,047,767.10
Plus Back Assessments	0.00 (0)	0.00 (0)	0.00 (0)	0.00 (0)
Total Roll to be Collected	1,047,767.10 (7,110)	0.00 (0)	0.00 (0)	1,047,767.10 (7,110)
Payments Collected and Updated	973,006.62 (6,511)	0.00 (0)	0.00 (0)	973,006.62 (6,511)
Payments Collected and NOT Updated	280.00 (2)	0.00 (0)	0.00 (0)	280.00 (2)
Tax Sale Payments Collected	69,533.81 (454)	0.00 (0)	0.00 (0)	69,533.81 (454)
Total all Payments/ISF/Cancels	1,042,820.43 (6,967)	0.00 (0)	0.00 (0)	1,042,820.43 (6,967)
Total Discounts	-25,235.22	0.00	0.00	-25,235.22
Total Interest	5,303.71	0.00	0.00	5,303.71
Total Amount Distributed	1,022,888.92	0.00	0.00	1,022,888.92
Net Unpaid Balance	4,946.67 (144)	0.00 (0)	0.00 (0)	4,946.67 (144)
Status Code COMBINED PARCEL				
Status Code DO NOT CHANGE ADDRES				
Status Code HUNTING CAMP				
Status Code TAX DEED SOLD				
Status Code TAX DEED IN PROGRESS				
Status Code WARNING LETTER				
Total All Status Coded Parcels	0.00 (0)	0.00 (0)	0.00 (0)	0.00 (0)
Total Zero Bill Count	(105)	(0)	(0)	(105)
Total Unpaid Balance	4,946.67 (39)	0.00 (0)	0.00 (0)	4,946.67 (39)
Total Credits to Roll	1,047,767.10 (7,111)	0.00 (0)	0.00 (0)	1,047,767.10 (7,111)

L Summary Totals

	Tax Roll R (Real Estate)	Tax Roll P (Tangibles)	Tax Roll X (Rail/Roads)	Grand Total
Original Certified Values	1,058,593.46 (7,051)	0.00 (0)	0.00 (1)	1,058,593.46 (7,052)
Less Corrections on E&I	-13,346.68 (99)	0.00 (0)	0.00 (0)	-13,346.68 (99)
Plus Corrections on E&I	233.33 (0)	0.00 (0)	0.00 (0)	233.33 (0)
Less Non-E&I Corrections	-793.35 (6)	0.00 (0)	0.00 (0)	-793.35 (6)
Plus Non-E&I Corrections	0.00 (0)	0.00 (0)	0.00 (0)	0.00 (0)
Total Adjusted Roll Value	1,044,686.76	0.00	0.00	1,044,686.76
Plus Back Assessments	0.00 (0)	0.00 (0)	0.00 (0)	0.00 (0)
Total Roll to be Collected	1,044,686.76 (7,051)	0.00 (0)	0.00 (1)	1,044,686.76 (7,052)
Payments Collected and Updated	971,463.31 (6,505)	0.00 (0)	0.00 (0)	971,463.31 (6,505)
Payments Collected and NOT Updated	420.00 (3)	0.00 (0)	0.00 (0)	420.00 (3)
Tax Sale Payments Collected	69,863.43 (423)	0.00 (0)	0.00 (0)	69,863.43 (423)
Total all Payments/ISF/Cancels	1,041,746.74 (6,931)	0.00 (0)	0.00 (0)	1,041,746.74 (6,931)
Total Discounts	-24,848.22	0.00	0.00	-24,848.22
Total Interest	7,463.23	0.00	0.00	7,463.23
Total Amount Distributed	1,024,361.75	0.00	0.00	1,024,361.75
Net Unpaid Balance	2,940.02 (122)	0.00 (0)	0.00 (1)	2,940.02 (123)
Status Code COMBINED PARCEL				
Status Code COUNTY TAX DEED APPL				
Status Code DO NOT CHANGE ADDRES				
Status Code HUNTING CAMP				
Status Code TAX DEED IN PROGRESS				
Status Code WARNING LETTER	3,266.69 (21)			3,266.69 (21)
Total All Status Coded Parcels	3,266.69 (21)	0.00 (0)	0.00 (0)	3,266.69 (21)
Total Zero Bill Count	(97)	(0)	(1)	(98)
Total Unpaid Balance	-326.67 (4)	0.00 (0)	0.00 (0)	-326.67 (4)
Total Credits to Roll	1,044,686.76 (7,053)	0.00 (0)	0.00 (1)	1,044,686.76 (7,054)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to discuss and possibly award contract for Program Administration Services FFY 2016 Community Development Block Grant(s) (CDBG) and Related Programs to Government Services Group (GSG).

MEETING DATE REQUESTED:

August 7, 2017

Statement of Issue: The County received one Request For Proposal at the July 18, 2017 for CDBG Program Administration Services from GSG. The Bid Committee is recommending the County offer a contract to GSG in the amount of \$88,600 not the \$102,000 as requested in the RFP.

Recommended Action: Recommend Board to offer a contract to GSG in the amount of \$88,600 for CDBG Program Administration Services.

Budgeted Expense: Program Administration fees will be paid 100% by the CDBG grant. The County anticipated receiving the CDBG award in September 2017. If the County is not awarded a grant, there will be no fees.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received one RFP for CDBG Program Administration Services from GSG. The Bid Committee reviewed the RFP and found all documents to be in order, however did not concur with the Fee and Proposed Fee Basis. County Grants as well as the Finance Department provides a great deal of support in the administration of the CDBG grant and staff completes many of the duties outlined in the Fee Basis and several of the fees are redundant in the opinion of the Bid Committee. The difference of \$13,400 could be applied to grants staff salaries or towards a housing rehabilitation project. If the Board approves the recommendation of the Bid Committee, grants staff will prepare a contract for Board

approval at an upcoming Board meeting and a letter for signature of the Board Chairman offering the contract to GSG at a fee of \$88,600.00 The Review Committee was Danny Griner, Jami Boothby, and Melody Cox.

Attachments: Fee and Proposed Fee Basis sheet with proposed deductions and Bid Committee Ranking Sheets.

Fee and Proposed Fee Basis

Our estimated fees are based on our current understanding of the work to be performed. Should your needs differ from our understanding of the work, **GSG** is willing to discuss those differences and make changes accordingly. Our prices are fully loaded and inclusive of all expenses for work done by our team during this engagement.

ANTICIPATED BLOCK GRANT AWARD \$750,000			
FEE PERCENTAGE (%): 13.6%		FEE LUMP SUM (\$): \$102,000.00	
TAYLOR COUNTY CDBG HOUSING REHABILITATION COST ANALYSIS			
SERVICE CATEGORIES	ITEMIZED SERVICES	TIMEFRAME	SERVICE RATE
GRANT ADMINISTRATION	Representation During Monitoring	25 Hours	\$2,500.00
	Develop Project Information Management and Filing System <i>Does this include qualification of applicants?</i>	40 Hours	\$4,000.00
	Develop Work Plan For Project Contract Document	25 Hours	\$2,500.00
	Preparation of Project Contract Document	25 Hours	\$2,500.00
	Environmental Review	80 Hours	\$8,000.00
	Oversight of Project Schedule and Compliance	24 Hours	\$2,400.00
	Coordination With Other Agencies and Contracts, As Necessary	58 Hours	\$5,800.00
	Conduct Homeowners' Meetings	25 Hours	\$2,500.00
	Conduct Pre-Bid Conferences	25 Hours	\$2,500.00
	Bid-Awards	25 Hours	\$2,500.00
	Housing Rehab/Inspection Services	194 Hours	\$15,500.00
	Work Write-Ups <i>Bid documents are the work write ups</i>	88 Hours	\$7,000.00
	Maintain Homeowners Files	15 Hours	\$1,500.00
	Review Bid Documents For Compliance <i>Same as work write ups</i>	10 Hours	\$1,000.00
	Review Contract Documents	15 Hours	\$1,500.00
	Conduct Contractors' Conference	10 Hours	\$1,000.00
	Monitor Contractor Performance and Compliance	66 Hours	\$5,300.00
	Oversight of Citizen Complaint Process	10 Hours	\$1,000.00
	Develop and Process Amendments, As Needed	14 Hours	\$1,400.00
	Provide Regular Project Status Reports to Commission <i>To include all preparation and submission of quarterly reports</i>	34 Hours	\$3,400.00
	Provide All Other Necessary Technical Assistance <i>Preparation of quarterly reports</i>	38 Hours	\$3,800.00
	Subtotal		\$77,000.00
FINANCIAL ADMINISTRATION	Develop Project Financial Management System For Receiving and Disbursing Funds	7 Hours	\$1,000.00
	Develop Budget for Project Contract	7 Hours	\$1,000.00
	Budget Tracking	7 Hours	\$1,000.00
	Review Change Orders For Compliance, As Needed	25 Hours	\$2,000.00
	Review Amendments For Compliance, As Needed <i>Same as Grants Administration</i>	14 Hours	\$1,000.00
	Supervision of Payment Authorizations <i>State reports</i>	28 Hours	\$4,000.00
	Maintain Project Account Records <i>Finance completed</i>	20 Hours	\$3,000.00
	Monitor All Project Activity to Ensure Compliance	16 Hours	\$2,400.00
	Subtotal		\$15,400.00
			\$9,400



POST-PROJECT ACTIVITIES	Review Final Pay Requests	10 Hours	\$1,500.00
	Balance Final Project Budget	10 Hours	\$1,500.00
	Review Final Project Documents	10 Hours	\$1,500.00
	Gather All Necessary Supporting Documents <i>out</i>	10 Hours	\$1,500.00 <i>County staff</i>
	Prepare Documents For Administrative/Financial Close-Out	10 Hours	\$1,500.00
	Final Status Report <i>Same as above out</i>	10 Hours	\$1,500.00
Subtotal			\$6,000.00 <i>\$4,000.00</i>

PROFIT - Line item total for profit is estimated to be 10% of the above line items.
Please note that all fees include overhead, profit, travel, office supplies, benefits, etc.

excited about being part of the project team, our resources, planning and pricing have been done with an eye adding maximum value to Taylor County. We do not want our fees to hinder your decision to select **GSG** as your advisor. We request an opportunity to further discuss any questions you might have regarding our proposal or

op sum fee quoted above encompasses all anticipated tasks associates with this RFP. For additional tasks the scope of the current proposal, **GSG** provides hourly services according to the following rates.

Fee Rate

Vice President.....	\$175
Manager.....	\$150
ant/Project Coordinator	\$150
al Services Manager	\$150
ction Manager	\$100
ction Inspector	\$80
strative Support	\$50

Taylor County
FFY 2016 CDBG Housing Rehabilitation – Consulting Service Ranking
Program Administration/Management Service Proposals
Proposer A: Government Services Group (GSG)

Proposer B:

Proposer C:

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Proposer H:

<u>Criteria</u>	<u>Proposer</u> <u>A</u>	<u>Proposer</u> <u>B</u>	<u>Proposer</u> <u>C</u>	<u>Proposer</u> <u>D</u>	<u>Proposer</u> <u>E</u>	<u>Proposer</u> <u>F</u>	<u>Proposer</u> <u>G</u>	<u>Proposer</u> <u>H</u>
Profile (15 Points)	15							
Staff Experience (15 Points)	Unclear why 2 IT Specialist would be needed for this project. 10							
Program Experience (25 Points)	25							
Regulatory Compliance Experience (10 Points)	10							
Approach/ Strategy (15 Points)	12							
References (10 Points)	5 4	References reported for all of the previous experience references were provided						
Fees (5 Points)	3							
Minority Certification (5 Points)	0							
Total Score (100 Possible)	79							

Ranking: #1 _____
 #2 _____
 #3 _____
 #4 _____

Reviewer:

Signature Melody Cox **Date** 7-26-2017

Taylor County
FFY 2016 CDBG Housing Rehabilitation – Consulting Service Ranking
Program Administration/Management Service Proposals
Proposer A: Government Services Group (GSG)

Proposer B:

Proposer C:

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Proposer H:

<u>Criteria</u>	<u>Proposer A</u>	<u>Proposer B</u>	<u>Proposer C</u>	<u>Proposer D</u>	<u>Proposer E</u>	<u>Proposer F</u>	<u>Proposer G</u>	<u>Proposer H</u>
Profile (15 Points)	15							
Staff Experience (15 Points)	15							
Program Experience (25 Points)	25							
Regulatory Compliance Experience (10 Points)	10							
Approach/ Strategy (15 Points)	15							
References (10 Points)	10							
Fees (5 Points)	4							
Minority Certification (5 Points)								
Total Score (100 Possible)	94							

Ranking: #1 GSG

#2 _____

#3 _____

#4 _____

Reviewer:

Signature W D Brune Date 7-24-17

Taylor County
FFY 2016 CDBG Housing Rehabilitation – Consulting Service Ranking
Program Administration/Management Service Proposals
Proposer A: Government Services Group (GSG)

Proposer B:

Proposer C:

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Proposer H:

<u>Criteria</u>	<u>Proposer</u> <u>A</u>	<u>Proposer</u> <u>B</u>	<u>Proposer</u> <u>C</u>	<u>Proposer</u> <u>D</u>	<u>Proposer</u> <u>E</u>	<u>Proposer</u> <u>F</u>	<u>Proposer</u> <u>G</u>	<u>Proposer</u> <u>H</u>
Profile (15 Points)	15							
Staff Experience (15 Points)	11							
Program Experience (25 Points)	25							
Regulatory Compliance Experience (10 Points)	10							
Approach/ Strategy (15 Points)	15							
References (10 Points)	10							
Fees (5 Points)	4							
Minority Certification (5 Points)	0							
Total Score (100 Possible)	90							

Ranking: #1 Government Services Group
#2 _____
#3 _____
#4 _____

Reviewer:

Signature Jamie Boothby Date 7/25/17

Melody Cox

From: Jami Boothby
Sent: Tuesday, August 1, 2017 10:01 AM
To: Melody Cox
Subject: CDBG

I agree with your fee schedule for the CDBG administration services.

Melody Cox

From: Jami Boothby
Sent: Tuesday, August 1, 2017 10:01 AM
To: Melody Cox
Subject: FW: Proposed Fees for Bid

From: Danny Griner
Sent: Thursday, July 27, 2017 2:10 PM
To: Jami Boothby
Subject: RE: Proposed Fees for Bid

Yes, that looks fine to me.
Danny

From: Jami Boothby
Sent: Thursday, July 27, 2017 10:56 AM
To: Danny Griner <building.director@taylorcountygov.com>
Subject: Proposed Fees for Bid

This is what Melody proposes to delete on the fees for GSG. Please look it over and let me know if you agree with it.
Thanks

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider approval of bid specifications for construction of a community center building at the Shady Grove Park.

MEETING DATE REQUESTED:

~~July 18, 2017~~ August 7, 2017

Statement of Issue: Bid specifications for advertising for bid for construction of a community center.

Fiscal Impact: Unknown

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Plans for a community center at the Shady Grove Park were prepared under a contract with Michael Lynn. The plans were prepared by John Gentry, a local Professional Engineer. The plans have been completed and the project is now ready to proceed to a request for proposals. In order to accomplish this, the specifications need approval by the board.

Staff respectfully requests that the board approve the bid specifications.

- Options:**
1. Approve bid specifications
 2. Deny advertising the project

- Attachments:**
1. Copy of specification



Florida Department of Environmental Protection

MINIMUM REQUIREMENTS FOR TRANSIENT NON-COMMUNITY WATER SYSTEMS

Monitoring schedules are based upon satisfactory results; unsatisfactory samples will alter these requirements.

1. BACTERIOLOGICAL MONITORING: Sampling Plan

Ten (10) consecutive daily raw (well) water samples are required for initial clearance. For most systems, sampling is then required quarterly in accordance with a written coliform sampling plan. A minimum of 1 treated water samples from the distribution system is required for populations under 1,000, plus 1 raw sample from each well. Quarterly periods are Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. Monthly samples are required for any system that serves more than 1,000 people per day during any one month and the number of samples is based on population. 62-550.518 F.A.C. *If any results come back positive, please contact the Department immediately for further instructions.*

2. NITRATE AND NITRITE MONITORING:

Sampling is required for initial approval and then repeated annually thereafter. 62-550.512(2) F.A.C. Quarterly monitoring will be required for nitrate results over the maximum contaminant levels (MCLs) and nitrite over half the MCL.

3. Systems with food service, including most fountain drinks, must provide a State of Florida certified water plant operator. 62-555.350(8) and 62-699 F.A.C.
4. Maintain a minimum free chlorine residual of 0.2 mg/l throughout the distribution system at all times. 62-555.350(6) and 62-555.320(12)(d) F.A.C.
5. Systems are required to visit the water treatment plant at least twice a week on nonconsecutive days to verify that the minimum chlorine residual is being maintained. If the system is not required to have a certified drinking water operator, then the system must have a representative conduct these visits. Operator visitation may vary if additional treatment is provided. 62-555.350(6)(b) and 62-699.310(2)(e) F.A.C.
6. For systems with food service, Monthly Operation Reports (MORs) are to be fully completed and submitted to DEP within 10 days after the month of operation. 62-550.730(1)(d) F.A.C.
7. The plant and equipment shall be kept clean and maintained in good operating condition, and an operation and maintenance log shall be kept on-site and be accessible for inspection at all times. 62-555.350 and 62-602.650 F.A.C.
8. Aeration units, when included in a system, are to be screened (with at least 24 mesh) and sealed against the entrance of vermin or other possible contaminants. 62-555.330(3) F.A.C.
9. Provide an operation and maintenance manual (O&M manual) for each drinking water plant, containing operation and control procedures, and preventative maintenance and repair procedures for all plant equipment, to be kept at the plant or at a convenient location near the plant. Bound and indexed equipment manufacturer manuals shall be considered sufficient to meet the requirements of this rule. 62-555.350(13) F.A.C.
10. Provide a raw water sample tap on the well's discharge piping. This tap must be a smooth-nosed (i.e. unthreaded), down-opening tap that is at least 12 inches above ground. 62-555.330(3) and 62-555.320(8)(b)2 F.A.C.
11. Provide a conveniently accessible tap after all treatment and before all water customers so that samples of finished drinking water may be taken for compliance. 62-555.320(17) F.A.C.
12. Provide a check valve on the well's discharge piping after the raw water sample tap, but before the chlorine injection point and before that piping goes underground. Rule 62-555.330(3) F.A.C.
13. Provide a well site with a 6' x 6' x 4" concrete apron which is centered around the well casing and that sheds surface water away from the well. 62-532.500(3)(c) F.A.C.
14. Provide a flow meter or an elapsed time clock for the measurement of treated water. 62-555.320(16) F.A.C.
15. Provide a pressure gauge in a location that can ensure that a minimum pressure of 20 psi is maintained throughout the distribution system at all times. A recommended working pressure of 35 psi is recommended. 62-555.320(15)(a)2 F.A.C.
16. All wells constructed or altered after August 28, 2003, except artesian wells, uncased wells, or those with a packer-type jet pump must have a well casing vent that extends upward with a gooseneck at the top so that the opening faces straight down; is screened against entry; and is at least 12 inches above grade. Rule 62-555.330(3) and 62-555.320(8)(c) F.A.C.

Revised April 2017



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

TED LAKEY, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR PROPOSALS FOR SHADY GROVE COMMUNITY CENTER

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of a community center at the Shady Grove Park located at 3845 Alton Wentworth Road in Shady Grove.

Qualified firms or individuals desiring to provide the required services must submit the proposal packages in a sealed envelope or similar package marked "***Sealed Proposal for Shady Grove Community Center***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on Friday, August 18, 2017. **All proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on Tuesday, August 22, 2017, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Building Department located at the Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Required Proposal information:

1. **Firm Overview** – Provide firm information including, but not limited to, Physical Address, Date Established, Key Project Personnel, Current Insurance Coverages, and Ability to Provide Requested Services.
2. **Prior Related Experience** – Project Examples for last five years for which similar services have been provided. For each project, indicate (1) Project Name and Location, (2) Description of Project, (3) Owner Name, Address and Contact information, (4) Cost of Work and (5) Date Completed.
3. **Scope of Work** – Proposal detail. Refer to Attachment "A" for suggested scope of work.
4. **Fee** - Proposed Lump Sum pricing for renovations and added alternates.
5. **Project Timeline** – Provide timeline outlining proposed starting date, estimated length of project, and date of completion.

The County reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this request for proposals at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12. **No faxed proposals will be accepted.**

For additional information contact:

William D. (Danny) Griner
Taylor County Building Dept.
201 E. Green Street
Perry, FL. 32347
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-2433 Fax

GENERAL PROPOSAL INFORMATION

1. Plans are available at the Taylor County Building Department located at 201 East Green Street, Perry, Florida 32347.
2. Proposal information **MUST** be obtained from the Building Department, 201 East Green Street, Perry, Florida 32347, (850) 838-3500.
3. Three (3) proposal packages must be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347 to arrive no later than 4:00 P.M., local time, Friday, August 18, 2017.
4. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Proposals for Shady Grove Community Center"**.
5. **All proposals MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.**
6. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
7. Once opened no proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
8. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
9. Proposals shall be received and respondents announced on Tuesday, April 18, 2017 at 6:00 P.M., or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
10. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.

General Proposal Considerations
(Continued)

11. It is the responsibility of the respondents to fully understand and follow all project expectations.
12. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications.
13. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
15. Respondents who elect to send sealed proposals Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
16. For additional information, contact:

William D. (Danny) Griner,
Taylor County Building Dept.
201 E. Green Street
Perry, Florida 32347

(850) 838-3500

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



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PROPOSAL CHECKLIST

Check Items Included:

- _____ 1. Required proposal information referenced above.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).

Checklist **Please include with proposal.**

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

TAYLOR COUNTY SHADY GROVE COMMUNITY CENTER

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2017,

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, personally known to me () produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness may hand and official seal this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2017, by

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is _____ and my relationship to the entity
name above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, _____.

NOTARY PUBLIC

My commission expires: _____ FORM PUR 7068 (Rev. 11/89)

ATTACHMENT "A"

SCOPE OF WORK:

SHADY GROVE COMMUNITY CENTER

Construct a community center building in accordance with the plans titled "SHADY GROVE COMMUNITY CENTER" dated 6/14/17 and available at the Taylor County Building Department.

Install complete high efficiency HVAC system with supply and return register locations as needed. Air Handler and condensing unit to be field located by contractor. Install commercial hood system in accordance with the Florida Mechanical Code.

Install complete electrical system with fixture and device locations in accordance with the plans. Install emergency lighting in accordance with the Florida Building Code.

Install complete plumbing system with fixture locations as shown on plans. Connect building plumbing system to existing on-site Limited Use Public Water System. Include costs for all modifications required to comply with FDEP requirements for a Transient Non-Community Water System with Food Service. Proposal to include all permitting, materials, equipment, fittings, etc. and any necessary pre-proposal investigations of existing system and equipment to provide a verified permittable working system upon completion and installation. FDEP contact – Joni Petry, PH 904.256.1606, Joni.Petry@dep.state.fl.us.

Install complete On-Site Sewage Treatment and Disposal System in accordance with FDEP and FDOH rules and requirements including a required 100 ft setback from potable water wells, building occupancy of 84 persons (420 gpd), 750 gallon grease interceptor, 1,200 gallon tank and 525 sf of drain field. Proposal to include all permitting, materials, equipment, fittings, etc. and any necessary pre-proposal investigations to provide a verified permittable working system upon completion and installation. FDOH contact – James Rachal, PH 850-223-5125, James.Rachal@flhealth.gov. Drain field to be installed between proposed building location and basketball court accounting for required structure and property setbacks.

Install an accessible ramp with accessible route to a handicapped parking space. Ramp to be field located by contractor.

SHADY GROVE COMMUNITY CENTER

TOTAL LUMP SUM PRICE: \$ _____

Bidder acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award the project for purposes of value engineering.

COMPANY NAME: _____

SUBMITTED BY: _____
Print Name

Signature

Date

(please place this sheet at the front of the bid package)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE EM DIRECTOR TO PRESENT THE BID COMMITTEE'S RECOMMENDATION FOR PRIMARY AND ALTERNATIVE FOR DISASTER DEBRIS MANAGEMENT SERVICES, AS AGENDAED BY THE EM DIRECTOR

Meeting Date:

August 7, 2017

Statement of Issue: THE BOARD TO CONSIDER AWARDING A BID TO A PRIMARY AND ALTERNATE CONTRACTOR.

Recommendation: AWARD A PRIMARY CONTRACT TO CROWDER GULF AND AN ALTERNATE CONTRACT TO CERES.

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

Submitted By: STEVE SPRADLEY, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

THE BID COMMITTEE CONSISTED OF STEVE SPRADLEY, GARY WAMBOLT, KRISTY ANDERSON. COMMITTEE MEMBERS REVIEWED AND SCORED THE RFP'S INDEPEDENTLY AND THEN MET ON JUNE 29, 2017 TO COMPILE THE SCORES. THE COMMITTEE RECOMMENDS THAT THE BOARD HAVE PRE-DISASTER CONTRACTS WITH CROWDER GULF AND CERES ENVIRONMENTAL. CROWDER GULF WILL BE THE COUNTY'S PRIMARY DEBRIS MANAGEMENT CONTRACTOR AND CERES ENVIRONMENTAL WOULD ONLY BE ACTIVATED UPON AN EMERGENCY WHERE THE PRIMARY CONTRACTOR COULD NOT SATISFY THE COUNTY'S NEEDS. THIS IS A RECOMMENDED BEST MANAGEMENT PRACTICE. THE BOARD WILL NOT PAY ON EITHER CONTRACT UNTIL A NOTICE TO PROCEED IS ISSUED BY THE BOARD TO THE CONTRACTOR.

Options: AWARD THE BID AS RECOMMENDED/SUGGEST EDITS

Attachments: BID COMMITTEE SCORING MATRIX

CONTRACTOR	QUALIFICATONS	TECHNICAL	MANAGEMENT	FINANCIAL	REFERENCES	COST PROPOSAL	TOTAL SCORE
TFR	14	19	8	16	6	15	78
CROWDER GULF	15	18	10	15	8	20	86
CERES	13	18	8	18	10	17.5	84.5
DRC	10	19	9	16	10	10	74
SDR	11	14	9	9	10	25	78

ANDERSON

CONTRACTOR	QUALIFICATONS	TECHNICAL	MANAGEMENT	FINANCIAL	REFERENCES	COST PROPOSAL	TOTAL SCORE
TFR	9	12	6	16	7	15	65
CROWDER GULF	12	16	8	19	9	20	84
CERES	14	17	8	17	8	17.5	81.5
DRC	11	11	6	13	7	10	58
SDR	11	14	6	15	7	25	78

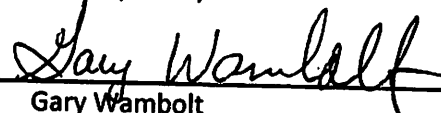
WAMBOLT

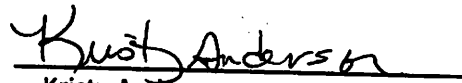
CONTRACTOR	QUALIFICATONS	TECHNICAL	MANAGEMENT	FINANCIAL	REFERENCES	COST PROPOSAL	TOTAL SCORE
TFR	12	16	8	13	8	15	72
CROWDER GULF	15	17	8	18	7	20	85
CERES	12	17	8	17	8	17.5	79.5
DRC	10	16	7	16	7	10	66
SDR	12	17	5	16	6	25	81

	SPRADLEY	WAMBOLT	ANDERSON	
TFR	78	72	65	71.6
CROWDER GULF	86	85	84	85
CERES	84.5	79.5	81.5	82
DRC	74	66	58	66
SDR	78	81	78	79

The Taylor County Review Committee
recommends the following Proposer for
Disaster Debris Management Services.


Steve Spradley


Gary Wambolt


Kristy Anderson

	CONTRACTOR	UNIT BID	EQUIPMENT BID
4	TFR	\$1,861.50	\$7,650.00
2	CROWDER GULF	\$1,855.95	\$4,257.00
3	CERES	\$1,159.09	\$6,613.00
5	DRC	\$2,607.98	\$10,515.00
1	SDR	\$1,310.45	\$3,682.00

9511.50
 6112.95
 7772.09
 13122.98
 5992.43

Steve Suedby
 Krypt Anderson
 Jay W. Wulff

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

July 13, 2017

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

VIA E-MAIL AND REGULAR MAIL

Mr. Steve Spradley
Emergency Management Director
591 East US Highway 27
Perry, Florida 32347

Dear Steve:

I have read the Contract with CrowderGulf Joint Venture, Inc., and make the following comments:

1. Paragraph 2.3.2 Indemnification. The last sentence of this paragraph which reads, "In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract."

This sentence should be removed.

I will not recommend this Contract with this sentence in the Contract.

2. Paragraph 8.2 - Add, Venue of any litigation as a result of this Contract shall be exclusively in Taylor County, Florida.

The Contract with CERES Environmental Services, Inc., I have reviewed this proposed Contract and to be perfectly frank, I believe it is better than the Crowder Contract.

If you have a question about this, please give me a call.

Thank you.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

Contract for Disaster Debris Management Services

THIS CONTRACT is made this the _____ day of _____, 2017, by and between **CrowderGulf Joint Venture, Inc.** (herein referred to as "**Contractor**") and **Taylor County** a political subdivision of the **State of Florida** (herein referred to as "**County**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal *(if implemented by the County)*:

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the County)*:

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **County**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **County** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **County** and in the form of guidance and consultation. If we have to hire a consulting firm, then we will pass through the charges to the **County**.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

2.3.4 Worker's Compensation:

- ◆ Coverage per **County** requirements.

2.3.5 Automobile Liability:

- ◆ Coverage per **County** requirements.

2.3.6 Comprehensive General Liability:

- ◆ Coverage per **County** requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for an additional two (2) years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **County** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 County Obligations:

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **County**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See enclosed RFP Exhibit B Price proposal.

7.2 Billing Cycle:

The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582
800-992-6207
jramsay@crowdergulf.com

County: Taylor County Department of Emergency Management
Mr. Steve Spradley
591 US Highway 27 East
Perry, FL 32347
850-838-3575
Steve.Spradley@taylorcountygov.com

8.2 Applicable Law:

The laws of the **State of Florida** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Taylor County, Florida, and the Contract shall be interpreted by the laws of Florida. Venue of any litigation as a result of this Contract shall be exclusively in Taylor County, Florida.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf Joint Venture, Inc.

Taylor County, Florida

By: _____
John Ramsay

By: _____
Pam Feagle

Title: **President**

Title: **BOARD CHAIRMAN**

ATTEST:

ATTEST:

Wesley Naile

Name:

CONTRACT TO PROVIDE DISASTER DEBRIS MANAGEMENT SERVICES

By and Between

COUNTY OF TAYLOR, FLORIDA

and

CERES ENVIRONMENTAL SERVICES, INC.

THIS CONTRACT is made and entered into on the dates hereinafter indicated, by and between the COUNTY OF TAYLOR, hereinafter referred to as "COUNTY", a political subdivision of the State of FLORIDA, and CERES ENVIRONMENTAL SERVICES, INC., hereinafter referred to as "CERES", a non-Florida corporation authorized to do and doing business in the State of Florida, represented herein by its Director of Administration, Tia Laurie, duly authorized.

WITNESSETH:

WHEREAS, COUNTY requires a pre-placement service contract for disaster debris collection, processing and disposal services; and

WHEREAS, COUNTY prepared and issued a formal Request for Proposal No. N/A, requesting proposals from qualified firms to provide disaster debris collection, processing and disposal services, hereinafter referred to as "the Request", a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, CERES submitted a formal proposal in response to the Request to provide disaster debris collection, processing and disposal services dated June 2nd 2017, hereinafter referred to as "the Proposal", a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, CERES submitted "Ceres' Price Proposal" in furtherance of its proposal to provide disaster debris collection for processing and disposal services dated May 31st 2017 hereinafter referred to as "Fee Schedule", a copy of which is attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, COUNTY and CERES are now desirous of entering into a final and binding contract for disaster debris collection, processing and disposal services in accordance with the contract documents annexed hereto and the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, COUNTY and CERES hereby agree as follows, to-wit:

SECTION 1 – GENERAL

This Contract for disaster debris collection, processing and disposal services will commence upon signature of the Chair of the Board of County Commissioners.

CERES will provide disaster debris collection, processing and disposal services to COUNTY in accordance with the terms and conditions stated herein, and those contained in the Request and Proposal (Exhibits A, B, and C).

For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract to provide disaster debris collection, processing and disposal services;
2. The Request for Proposal ("Exhibit A")
3. The Proposal ("Exhibit B")
4. Fee Schedule ("Exhibit C")

SECTION 2 – SCOPE OF SERVICES

COUNTY hereby engages CERES to provide disaster debris collection, processing and disposal services in accordance with the terms and conditions stated in Exhibit A. The Scope of Services specifically includes those items listed in "Scope of Services ("Exhibit A"). This Contract is a pre-placement contract that can be activated by COUNTY in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of CERES's services under this Contract will therefore be on an as-needed basis as requested by COUNTY. The Scope of Services may include removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc.

SECTION 3 - MAXIMUM CONTRACT AMOUNT

The Contract is based on Unit Pricing as set forth in CERES's Fee Schedule (dated May 31st 2017) which is attached hereto as "Exhibit C" and incorporated herein by reference.

SECTION 4 – CONTRACT PERIOD

This is a three (3) year Contract commencing on the signature of the Chair of the Board of County Commissioners [per Section I. Background] with the option of two (2) one (1) year extensions, upon agreement by both parties under the same terms and conditions. Work under this Contract will only be performed in the event of a disaster and no funding will be available for this Contract until the time of the disaster.

SECTION 5 – OWNERSHIP OF DEBRIS

Unless otherwise directed by COUNTY, titled or registered debris (such as vehicles or boats) will not be loaded and removed by CERES and such titled or registered debris shall not become property of CERES.

SECTION 6 - AUDIT OF RECORDS

The monitoring and auditing of CERES's records shall be allowed to COUNTY's Finance Department and any other appropriate COUNTY entities, or other third parties as designated by COUNTY.

SECTION 7 – INSURANCE AND BOND REQUIREMENTS

INSURANCE.

CERES agrees to keep the following insurance in full force and effect during the term of this Contract. CERES must also name COUNTY, as additional insured, while working within the boundaries of the COUNTY. Contractor agrees to provide COUNTY at any time requested, or at least annually, with proof that such insurance is in force and the premiums therefore fully paid. The Contractor shall give notice to the City in writing of any cancellation within thirty (30) business days of cancellation.

- (a) Ceres shall provide General Liability Insurance coverage of not less than \$1,000,000.00.

- (b) Ceres shall provide Automobile Insurance coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent (Business Automobile Liability).
- (c) Ceres shall provide Professional Liability coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
- (d) County must be listed as additional insured.
- (e) Worker's Compensation shall comply with Florida's statutory limits.

PERFORMANCE AND PAYMENT BONDS.

Within five days after receipt of the initial Task Work Order or subsequent Task Work Orders pursuant to this Contract and at all times during the term hereof, including renewals and extensions, CERES shall furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the total amount of the Task Work Orders. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of COUNTY, and having COUNTY'S approval. The Surety's Florida Licensed Insurance Agent's name, address, and telephone number must be clearly stated on the Contract Bond form. The Contractor may choose to furnish separate Contract Bonds for each Task Work Order.

SECTION 8 – TERMINATION

COUNTY may terminate this Contract for cause based on the non-compliance of CERES to meet the terms and/or conditions of the Contract; provided that COUNTY shall give CERES written "Notice of Non-Compliance" specifying CERES's non-compliance. If within ten (10) days of receipt of written "Notice of Non-Compliance" CERES shall not have corrected such non-compliance and thereafter proceeded diligently to complete such correction then COUNTY may, at its option, place CERES in default and the Contract shall terminate on the date specified in such notice. CERES may exercise any rights available to it under Florida law to terminate for cause upon the failure of COUNTY to comply with the terms and conditions of this Contract; provided that CERES shall give COUNTY written notice specifying COUNTY's non-compliance.

COUNTY may terminate the Contract at any time by giving thirty (30) day's written notice to CERES of such termination or negotiating with CERES an effective date.

In the event of the termination of this Contract because of any of the above CERES shall be paid for Work performed in a satisfactory manner prior to CERES's receipt of written notice of termination.

SECTION 9 – INDEPENDENT CONTRACTOR

While in the performance of providing the services outlined herein or carrying out other obligations under this Contract, CERES shall be acting in the capacity of independent contractor and not as an employee of COUNTY. COUNTY shall not be obligated to any person, firm, corporation, or other entity of any obligation of CERES arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

CERES shall at all times remain an independent contractor with respect to the services to be performed under this Contract. CERES understands and agrees that COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of CERES, as CERES is an independent contractor.

SECTION 10 – CONTRACT EXECUTION AND AMENDMENT

This Contract, together with Exhibit A, B and C represent the entire agreement between COUNTY and CERES and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

SECTION 11 – APPLICABLE LAW AND VENUE

This Contract shall be consummated in the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in the Circuit Court of COUNTY, FL; and by entering into this Contract, CERES expressly waives any objections it has or may have to jurisdiction and venue, regardless of CERES's residence or domicile.

SECTION 12 – INDEMNIFICATION

To the fullest extent permitted by law, CERES shall protect, defend, indemnify, save and hold harmless COUNTY, all COUNTY departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CERES, its agents, servants,

and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorney's fees incurred by CERES as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of COUNTY, its agents and/or employees. CERES agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

SECTION 13 – NOTICES

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to COUNTY at the following address:

Ted Lakey, County Administrator

The Taylor County Board of County Commissioners
COUNTY OF TAYLOR
201 East Green Street
PERRY, FL 32347

Notices should be sent to CERES at the following address:

Tia Laurie, Director of Administration
CERES ENVIRONMENTAL SERVICES, INC.
6968 Professional Parkway East
Sarasota, FL 34240

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

SECTION 14 – SEVERABILITY

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Florida. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract

and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

SECTION 15 – ASSIGNMENT

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of COUNTY.

SECTION 16 - DISCRIMINATION CLAUSE

CERES agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and CERES agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CERES agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CERES, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

SECTION 17 - OWNERSHIP OF RECORDS

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by CERES in connection with the performance of the services contracted for herein shall become the property of COUNTY, and shall, upon request, be returned by CERES to COUNTY, at CERES's expense, at the termination or the expiration of this Contract.

SECTION 18 - CODE OF GOVERNMENTAL ETHICS

CERES acknowledges that the Florida Statutes (Code of Governmental Ethics) applies to CERES in the performance of services and work called for in this Contract. CERES agrees to immediately notify COUNTY if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SECTION 19 - FEDERAL CLAUSES

CERES agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(1) In accordance with 2 C.F.R. § 200.321, CERES shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps for the prime contractor to take regarding subcontractors must include:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(3) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

B. Debarment and Suspension:

COUNTY and CERES are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

C. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

D. DHS Seal, Logo, and Flags

The contractor shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

This contract financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

G. Program Fraud and False or Fraudulent Statements or Related Acts

CERES acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract. THE CONTRACTOR SHALL ABIDE BY THE FOLLOWING PROVISIONS IF THE BOXES ARE CHECKED.

[X] Federally Assisted Construction Contract

As required by 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

[X] PROCUREMENT OF RECOVERED MATERIALS

COUNTY and CERES must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

[X] FEMA REQUIREMENTS

(1) CHANGE OR MODIFICATION.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

- (1) Without invalidating the contract, COUNTY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders or Change Orders.
- (2) The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.
- (3) Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of COUNTY'S Procurement Code, as amended from time to time.

(2) ACCESS TO RECORDS.

(a) In addition to the requirements of the Florida Public Records Law, Chapter 119, all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, if XXVI (2013).

(b) The contractor agrees to provide COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and

records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

[X] CONTRACTS IN EXCESS OF \$100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
- (3) Withholding for unpaid wages and liquidated damages. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) Subcontracts. CERES or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

[X] CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT – CONTRACTS IN EXCESS OF \$150,000.00

CLEAN AIR ACT

(1) CERES agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CERES agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(3) CERES agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA. **FEDERAL WATER POLLUTION CONTROL ACT** (1) CERES agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CERES agrees to report each violation to COUNTY and understands and agrees that COUNTY, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

IN WITNESS WHEREOF, the parties have executed this Contract before the undersigned competent witnesses on the dates hereinafter indicated.

WITNESSES:

COUNTY OF TAYLOR, FLORIDA

By: _____

Date: _____

WITNESSES:

CERES ENVIRONMENTAL SERVICES, INC.

By: _____
Tia Laurie – Director of Administration

Date: _____

APPROVED AS TO FORM:

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding \$100,000.00

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated _____, 20____

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ who is personally known to me or who has produced ____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature)

(Print Name)

(Title)

My commission expires: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item****SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF THE 2017/2018 CERT GRANT AS AGENDAED BY KRISTY ANDERSON, EM COORDINATOR.

Meeting Date:

AUGUST 7, 2017

Statement of Issue:

THE BOARD TO CONSIDER APPROVAL OF THE 2017/2018 CERT GRANT.

Recommendation: APPROVE

Fiscal Impact: \$ 7,000.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: KRISTY ANDERSON, EM COORDINATOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE CERT FUNDS RECEIVED FROM THE STATE WILL BE USED TO PROMOTE COMMUNITY VOLUNTEERISM AND FOR MEMBER TRAINING AND EQUIPMENT. AN IN-KIND MATCH IS REQUIRED, WHICH WILL BE ACCOMPLISHED BY USE OF EXISTING PERSONNEL AND FACILITIES.

Options:

1. APPROVE

2. NOT APPROVE

Attachments:

1. CERT GRANT CONTRACT

2.



volunteerflorida

3800 Esplanade Way
Suite 180
Tallahassee, FL 32311

Phone: 850.414.7400
Fax: 850.921.5146

VolunteerFlorida.org

August 1, 2017

Kristy Anderson
Taylor County CERT, Inc.
591 US Highway 27 East
Perry, FL 32347

Dear Kristy Anderson,

Congratulations! On behalf of Volunteer Florida, we are pleased to announce that \$7,000.00 has been granted to Taylor County CERT, Inc. for the CERT Program.

This grant is a result of funding from the FEMA Emergency Management Performance Grant (EMPG). You will receive the contract agreement and attachments by the end of this week. Please provide a signed copy of the contract to Volunteer Florida no later than August 31, 2017.

The CERT Program continues to strengthen communities across Florida through training and preparedness activities. Your work is invaluable and we look forward to a successful year!

If you have any questions, please contact your CERT Program Manager, Christy Rojas (Christy@VolunteerFlorida.org), or Emergency Management Director Ken Skalitzy (Ken@VolunteerFlorida.org). Thank you for engaging your community in this preparedness program.

Sincerely,

Chester W. Spellman
Chief Executive Officer



volunteerflorida

**Volunteer Florida
CERT Contract Agreement
2017-2018**

Sub-Recipient: Taylor County CERT, Inc.
Sub-Recipient DUNS: 06-588-7796
Project Title: CERT
FY 2018 Grant Period: July 1, 2017 – June 30, 2018
Contract Total: \$7000
POC: Kristy Anderson
Address: 591 US Highway 27 East
City, State, ZIP: Perry, FL 32347
Work Phone: 850-838-3575
E-Mail: kristy.anderson@taylorcountygov.com

This contract agreement is hereby made and entered into as of this August 1, 2017 (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida (the "Commission"), having its principle place of business at 3800 Esplanade Way, Suite 180, Tallahassee, FL 32311, and Taylor County CERT, Inc., an entity organized under the laws of the State of Florida with its principal place of business located at 591 US Highway 27 East Perry, FL 32347 (the "Provider") (collectively, the "Parties") and referred to herein as the "Contract Agreement."

In accordance with the provisions of Federal Emergency Management Performance Grant Program (EMPG) funding, Volunteer Florida, serving as the Administrative Agency, hereby awards to the Sub-Recipient a contract in the amount shown above.

In consideration of the contracted services by the Commission and of the advantages and benefits received by the Provider by virtue of such relationship, the receipt and adequacy of all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the Parties agree as follows:

- I. **TYPE OF CONTRACT.** This will be a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. The Volunteer Florida performance and obligation to pay for services rendered under this contract is contingent upon available funding from FEMA and the State of Florida.
- II. **PAYMENT OF FUNDS.** The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to Volunteer Florida before execution of your

contract. The sub-recipient should not expend any funds until a fully executed contract has been received from Volunteer Florida. Contract funds will be disbursed to sub-recipients (according to approved project budget) upon receipt of evidence of expenditures and receipts of deliverables delivered according to the terms and conditions of the contract.

- III. **CONTRACT AMENDMENTS.** All amendments to the contract must be in writing and utilize the format provided herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of Volunteer Florida and the Sub-recipient.
- IV. **DEPLOYABLE CAPABILITIES.** All assets and capabilities achieved or sustained with EMPG contract funds are deployable and shareable at the direction of Volunteer Florida, with cost potentially reimbursable in conformance with Emergency Management Assistance Compact (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.
- V. **ATTACHMENTS.**
 - A. All Attachments to this Contract are incorporated as if set out fully
 - B. In the event of any inconsistencies or conflict between the language of this Contract and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
 - C. This Contract has the following attachments:
 - i. Attachment A – Program Budget
 - ii. Attachment B – Scope of Work / Deliverables
 - iii. Attachment C – Allowable Cost and Eligible Activities
 - iv. Attachment D – Reports
 - v. Attachment E – Reporting Forms
 - vi. Attachment F – Program Statutes and Regulations
 - vii. Attachment G – Certification Regarding Debarment
 - viii. Attachment H – Criminal History Check Status Form
- VI. **PAYMENTS.**
 - A. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. **The final invoice shall be submitted no later than thirty (30) days after the expiration date of the contract.**
 - B. If the necessary funds are not available to fund this contract as a result of action by the United States Congress, the federal Office of Management and Budgeting, or the State Chief Financial Officer, all obligations on the part of Volunteer Florida to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report no later than thirty days of receiving notice from Volunteer Florida.
- VII. **MANDATED CONDITIONS.**
 - A. The validity of this Contract is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Contract, in any later submission or response to a Volunteer Florida request, or in any submission or response to fulfill the requirements of this Contract. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of Volunteer Florida and no later than thirty days written notice to the Sub-Recipient, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Sub-Recipient.
 - B. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County. If any provision of this Contract is in conflict with any applicable statute or rule, or is

unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Contract.

- C. Any power of approval or disapproval granted to Volunteer Florida under the terms of this Contract shall survive the term of this Contract.
- D. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Contract from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,
 - iv. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
- E. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Contract
- F. **In addition, the Sub-Recipient shall send to Volunteer Florida (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Sub-Recipient plans to fund under this Contract.**
- G. Volunteer Florida reserves the right to unilaterally cancel this Contract if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Contract. Volunteer Florida shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours.
- H. Volunteer Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. Volunteer Florida shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by Volunteer Florida.
- I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Contract must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

VIII. LEGAL AUTHORIZATION.

- A. The Sub-Recipient certifies that it has the legal authority to receive the funds under this Contract and that its governing body has authorized the execution and acceptance of this Contract. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Contract.

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the contract; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance and date stipulated in the funding contract.

I certify that I understand and agree that once the contract has been sent to sub-recipient, the contract will be executed by December 31, 2017. I understand if the contract is not executed in that time frame, the awarded amount is considered declined and funds returned to Volunteer Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

SUB-RECIPIENT merge:

By: _____

Name and title: Pam Feagle, Taylor County Board of County Commissioners Chair

Date: _____

FID# 06-588-7796

VOLUNTEER FLORIDA

By: _____

Name and Title: Chester W. Spellman, Chief Executive Officer

Date: _____

IX. **POINT OF CONTACT INFORMATION.**

A. The name, address, and telephone number of the Volunteer Florida CERT Program Manager:

Christy Rojas-Kasten, CERT Program Manager
3800 Esplanade Way
Suite 180
Tallahassee, FL 32311
(850) 414-7400
Christy@VolunteerFlorida.org

Or

Ken Skalitzky, Emergency Management Director
3800 Esplanade Way
Suite 180
Tallahassee, FL 32311
(850) 414-7400
Ken@VolunteerFlorida.org

B. The name, address, and telephone number of the Sub-Recipient's Program Contact is:

Kristy Anderson, Taylor County EM Coordinator
591 US Hwy 27 East
Perry, Florida 32347
850-838-3575
kristy.anderson@taylorcountygov.com

C. The name, address, and telephone number of the Fiscal Contact is:

Ted Lakey, Taylor County Administrator
201 East Green Street
Perry, Florida 32347
850-838-3500 ext. 7
ted.lakey@taylorcountygov.com

CONTRACT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY VOLUNTEER FLORIDA.

All Terms and Conditions Included. This Sub-recipient and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

**Attachment A
PROGRAM BUDGET**

- I. Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines http://www.fema.gov/media-library-data/1464196875293-190ed88e1b63940c87121a3f0b97b8a5/EMPG_Multi_Year_Program_Guidance_Final.pdf and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- II. Below is a fixed budget which outlines eligible categories and their allocation under this award.
- III. The transfer of funds between the categories listed in the Program Budget is not permitted, unless approved by Volunteer Florida.

Grant	Sub-Recipient Agency	Category	Amount Allocated
FY 2018 – Emergency Management Performance Grants - CERT	Sub-Recipient Agency	Planning	\$X.XX
		Training	\$ 2000.00
		Exercise	\$ 3500.00
		Equipment	\$ 1500.00
		Management & Administration (M&A), the dollar amount cannot exceed 5% of the total award amount.	\$ X.XX
Total Award		\$7000	

Attachment B
SCOPE OF WORK / DELIVERABLES

Quarterly Period Milestones	Project Timeline or Deliverable Description	Start Date (mm/dd/yy)	End Date (mm/dd/yy)	<i>Estimated Cost</i>
1 st Quarter	1. Execution of contract agreement while planning upcoming trainings. 2. Support two local festivals with outreach materials.	8/1/17	12/30/17	\$500.00
2 nd Quarter	3. Hold a CERT basic recruit training and purchase equipment necessary for graduates.	01/01/18	01/31/18	\$2500.00
3 rd Quarter	4. Support a CERT drill.	04/01/18	06/30/18	\$3500.00
4 th Quarter	5. Support disaster awareness program hosted by EM/CERT 6. Submit the close-out report to Volunteer Florida once final reimbursement is received.	06/15/18	06/30/18	\$500.00

- I. **PROGRAM NARRATIVE**
- A. Implementation plan for the program. This should include the:
 - i. Strategy and methodology for recruitment;
 - ii. Plans to utilize members in emergency situations;
 - iii. Any additional programmatic information specific to the program.
 - B. Identify the emergency management and partner organizations, or the targeted population area whose emergency management needs will be directly benefited by this program.

Attachment C
ALLOWABLE COST AND ELIGIBLE ACTIVITIES

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2016 EMPG Funding Guidance allowable costs are divided into the following categories: **organizational, planning, training, exercise, and equipment.**

A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Mandatory Training and Exercise Requirements for EMPG funded employees only

All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800.

Eligible "Organization" items include:

- i. Travel to/from meetings and conferences related to emergency management
- ii. Travel to training and/or exercises related to emergency management
- iii. Other Personal/Contractual Services
 - a. Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - b. Consultant Services require a pre-approved Contract or purchase order by Volunteer Florida. These requests should be sent to the grant manager for Volunteer Florida for review.

B. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

C. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW.

Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at <http://www.fema.gov/training-0>.

For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy:

[http://www.fema.gov/media-library-](http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf)

[data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf](http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf)

- i. Additional types of training or training related activities include, but are not limited to, the following:
 - a. Developing/enhancing systems to monitor training programs
 - b. Conducting all hazards emergency management training
 - c. Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
 - d. Attending other FEMA-approved emergency management training
 - e. State-approved, locally-sponsored CERT training
 - f. Mass evacuation training at local, state, and tribal levels
 - ii. Allowable training-related costs include the following:
 - a. **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. Sub-recipients are encouraged to use existing training rather than developing new courses. When developing new courses Sub-recipients are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
 - b. **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
 - c. **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
 - d. **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
 - e. **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.
- D. **Exercises**
- All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

- i. **Allowable exercise-related costs include:**
 - a. **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle
 - b. **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
 - c. **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
 - d. **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
 - e. **Implementation Homeland Security Exercise and Evaluation Program (HSEEP).** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
 - f. **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.
- ii. **Unauthorized exercise-related costs include:**
 - a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
 - b. Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
 - c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

- i. Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Allowable equipment includes equipment from the following AEL categories:
 - a. Personal Protective Equipment (PPE) (Category 1)
 - b. Information Technology (Category 4)
 - c. Cybersecurity Enhancement Equipment (Category 5)

- d. Interoperable Communications Equipment (Category 6)
- e. Detection Equipment (Category 7)
- f. Power Equipment (Category 10)
- g. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) (Category 11)
- h. CBRNE Incident Response Vehicles (Category 12)
- i. Physical Security Enhancement Equipment (Category 14)
- j. CBRNE Logistical Support Equipment (Category 19)
- k. Other Authorized Equipment (Category 21)

If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their CERT Program Manager for clarification.

II. **MAINTENANCE AND SUSTAINMENT**

- A. The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (<http://www.fema.gov/grant-programs-directorate-information-bulletins>) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

B. **Unallowable Costs**

- i. Prohibited Equipment: Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Prohibited Equipment List*. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf>), and the Recommendations Pursuant to Executive Order 13688 (https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).
- a. Expenditures for weapons systems and ammunition
- b. Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- c. Expenditures for weapons systems and ammunition
- d. Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their CERT Program Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment D REPORTS

Sub-Recipient shall provide Volunteer Florida with a quarterly financial report, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found at www.VolunteerFlorida.org/CERT

- I. Quarterly financial reports are due to Volunteer Florida no later than fifteen (15) days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30. Sub-recipients shall expend and request reimbursement for: 30% of the sub-grant agreement funds no later than March 31; and 100% of the sub-grant agreement funds no later than May 31.
The Sub-Recipient shall provide Volunteer Florida with full support documentation for the quarterly financial reports. To eliminate large files and mailings, Volunteer Florida will accept documentation via email to the VF CERT Program Manager, if desired by the Sub-Recipient. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. *(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)*
 - A. **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for Volunteer Florida then only need to provide date of submission and who submitted plan/product to), etc.).
 - B. **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
 - C. **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
 - D. **Equipment Acquisition Costs:** AEL# for each purchase (if applicable).
 - E. For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
 - F. If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- II. Proposed Match Plan is due with the signed contract and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Contract shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match.
- III. The final Close Out report is due no later than thirty (30) days after termination of this Contract. Federal funds provided under this contract shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match from non-federal funds. Appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

**Attachment E
REPORTING FORMS**

E – a Invoice Worksheet page 14

E – b Program Quarterly Report page 15

VOLUNTEER FLORIDA
Invoice Worksheet

Attache

SUB-RECIPIENT (Grantee):				
PROGRAM:		<input type="checkbox"/> CERT <input type="checkbox"/> Citizen Corps		
INVOICE DATES:		TO		
PROGRAM YEAR:		July 1, 2017 - June 30, 2018		
CURRENT MONTH EXPENSES				
	CERT/Citizen Corps Grant	Program Match Cash	Program Match In-Kind	Total
SECTION I: Program Operating Costs				
A. Planning				
	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
A. Subtotal Planning Expenses	\$0.00	\$0.00	\$0.00	\$0.00
B. Training				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
B. Subtotal Training Expenses	\$0.00	\$0.00	\$0.00	\$0.00
C. Exercise				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
C. Subtotal Exercise Expenses	\$0.00	\$0.00	\$0.00	\$0.00
D. Equipment				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
D. Subtotal Equipment Expenses	\$0.00	\$0.00	\$0.00	\$0.00
SECTION II. Management & Administration Costs				
	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
SECTION II. SUBTOTAL (may not exceed 5% of total grant)				
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT INVOICE EXPENDITURES:				
	\$0.00	\$0.00	\$0.00	\$0.00
QUARTER 1 TOTAL EXPENDITURES				
QUARTER 2 TOTAL EXPENDITURES				
QUARTER 3 TOTAL EXPENDITURES				
QUARTER 4 TOTAL EXPENDITURES				
CUMULATIVE EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00
AWARD AMOUNT (insert your grant amount)	\$7,000.00			
Balance Available	\$7,000.00			
APPROVED BY (must be typed or signed by program):				
Date submitted to Volunteer Florida:				



Program Title:

add more sheets as necessary

Quarterly Report

Cumulative

[illegible]

Sub-Contracts													
Quarterly Program Summary (required) Please include pictures <i>*add more space and sheets as necessary</i>													
Additional Comments/notes													

Attachment F

PROGRAM STATUTES AND REGULATIONS

- I. Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- II. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-1221
- III. Chapter 473, Florida Statutes: Regulation of Professions and Occupation
- IV. Chapter 215, Florida Statutes: Financial Matters: General Provisions
- V. Chapter 252, Florida Statutes: Emergency Management
- VI. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- VII. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- VIII. Copyright notice 17 U.S.C. §§ 401 or 402 also Section 1004.23, Florida Statutes
- IX. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- X. Debarment and Suspension Executive Orders 12549 and 12689
- XI. Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- XII. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- XIII. Energy Policy and Conservation Act 42 U.S.C. § 6201
- XIV. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- XV. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- XVI. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- XVII. Lobbying Prohibitions 31 U.S.C. § 1352 also 2 C.F.R. § 200.950 also Section 216.347 Florida Statute and Section § 1352, Title 31 US Code
- XVIII. Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- XIX. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 *et seq.*
- XX. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- XXI. Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- XXII. USA Patriot Act of 2001 18 U.S.C. § 175-172c
- XXIII. Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310
- XXIV. Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- XXV. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- XXVII. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply
- XXVIII. Contracting with Small and Minority Businesses, Women's Business, and Labor Surplus 2 C.F.R. § 200.321

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS CREATION OF ORDINANCE TO ADDRESS MINIMUM BUILDING EXTERIOR AND PROPERTY UPKEEP STANDARDS ALONG HIGHWAY US 19.

MEETING DATE REQUESTED:

AUGUST 7, 2017

Statement of Issue:

THE ISSUE OF BUILDING EXTERIOR AND PROPERTY UPKEEP ALONG HWY US 19 WAS DISCUSSED DURING A RECENT CITY/COUNTY WORKSHOP. STAFF HAS GATHERED INFORMATION FROM THE CITY OF PERRY REGARDING THEIR EXISTING ORDINANCE REGARDING THESE ISSUES. THE BOARD TO DISCUSS TASKING THE COUNTY ATTORNEY WITH THE CREATION OF A SIMILAR ORDINANCE FOR COUNTY RESIDENCES WITH PROPERTY ALONG HWY US 19.

Recommended Action:

Fiscal Impact:

TBD

Budgeted Expense:

Submitted By:

TED LAKEY, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

**LIST OF PROPERTY OWNERS IN US 19 CORRIDOR
COPY OF CITY PERRY ORDINANCE AND
CORRESPONDENCE TO PROPERTY OWNERS**

NAME	ADDRESS	CITY	USE	PARCEL	BLDG VALUE	STREET ADDRESS
DUKE ENERGY CENTER	550 S TRYON ST	CHARLOTTE, NC 28202	UTILITIES LOCAL RR PIPELINE CANALS	02748-900	0	
WANDERING CAMPERS INC	3641 US 19 S	PERRY, FL 32348	HOTEL/MOTEL	08387-000	202,810	3641 US 19 S
DARIN D & D RHETT MAULDIN	140 E CENTER ST	PERRY, FL 32347	STORE-L/C	08358-000	11,940	3306 US 19 S
MATTHEW E & BARBARA B ECKEL	1871 N US 19	PERRY, FL 32347	SINGLE FAMILY	02751-000	187,990	1871 US 19 N
DAVID W & DONNA F BOWMAN REV TRUST	1871 N US 19	PERRY, FL 32347	TIMBER III	02752-500	0	
TIM LEE & LARONDA KAPPERMAN	1775 N US 19	PERRY, FL 32347	SINGLE FAMILY	02752-000	139,340	1775 US 19 N
KATHLEEN S PITTS	8655 WHITE TOWER RD	HASTINGS, FL 32145	VACANT	02765-050	0	
FRIER LAND HOLDINGS	12788 US 90 W	LIVE OAK, FL 32060	AUTO SERV SHOP	08421-250	21,580	3483 US 19 S
TAYLOR COUNTY	P O BOX 620	PERRY, FL 32348	COUNTY	02750-000	165,000	1685 US 19 N
WARE OIL & SUPPLY CO	2715 S BYRON BUTLER PKWY	PERRY, FL 32348	NIGHTCLUB	08432-000	50,100	4120 US 19 S
CARL & CYNTHIA SHEALY	5101 SW 40 AVE	DANIA BEACH, FL 33314	SINGLE FAMILY	08285-000	46,270	3103 US 19 S
FRED E JR & DAVID G MORGAN	3387 SULLIVAN RD	PERRY, FL 32348	BOAT SALES & SERVICE	08354-150	88,500	3482 US 19 S
ROBERT RYAN SHERRER	4053 S BYRON BUTLER PKWY	PERRY, FL 32348	AUTO SERV SHOP	08443-010	149,770	4053 BYRON BUTLER PKWY S
BOARD OF PUBLIC INST	VO-TECH	PERRY, FL 32347	PUBLIC COUNTY SCHOOL	08425-000	3,011,100	3233 US 19 S
JOHN R & JOAN S PETERSON	203 W OAK ST	PERRY, FL 32347	STORE-RETAIL	08346-000	46,150	3509 US 19 S
BOLAND TIMBER CO	P O BOX 337	WACISSA, FL 32361	WAREHOUSE	08319-000	89,200	3592 US 19 S
BOLAND TIMBER CO	P O BOX 337	WACISSA, FL 32361	AUTO SERV SHOP	08319-100	51,170	3516 US 19 S
AMERICAN ALUMINUM ACCESSORIES INC	ACCESSORIES INC	PERRY, FL 32348	OFFICE BUILDING-L/C	08319-220	340,990	3882 US 19 S
POCKYS REALTY LLC	3291 US HWY 19 S	PERRY, FL 32348	OFFICE BUILDING	08319-240	12,440	3850 US 19 S
JOHN W & JOHN M CRUCE	21522 IBIS LN	PERRY, FL 32348	AUTO SERV SHOP	08319-600	31,210	3860 US 19 S
COCHRAN PROPERTIES INC	1102 HOWARD ST E	LIVE OAK, FL 32064	SERVICE STATION	02324-100	78,620	2205 US 19 N
EDITH MOSLEY & MICHELLE B COUNCE	3180 US HWY 19 S	PERRY, FL 32348	STORE-RETAIL	08290-050	95,730	3180 US 19 S
EDITH MOSLEY & MICHELLE B COUNCE	3180 US HWY 19 S	PERRY, FL 32348	VACANT COMMERCIAL	08290-060	0	3180 US 19 S
SIDNEY L SWAIN	3691 S US HWY 19	PERRY, FL 32348	REPAIR SERV SHOP-L/C	08391-000	2,640	3691 US 19 S
IRIS SWAIN	4051 S BYRON BUTLER PKWY	PERRY, FL 32348	IMPROVED AG-STORE	08443-000	115,320	4051 US 19 S
GS PROPERTY GROUP LLP	7862 W IRLO BRONSON MEM HWY	KISSIMMEE, FL 34747	MULTI FAMILY 10 OR MORE	08416-000	105,000	2785 BYRON BUTLER PKWY S
DANNY L & TONI W EVERETT	3409 US 19 SOUTH	PERRY, FL 32348	AUTO SERV SHOP	08422-050	27,500	3409 US 19 S
M&S PROPERTIES LLC	2358 SAINT ANDREWS DR	PERRY, FL 32348	LIGHT MANUF	08423-000	166,170	3423 US 19 S
BETTY JEAN GENTILE	2912 RALEIGH PL	THOUSAND OAKS, CA 91360	VACANT COMMERCIAL	08331-000	0	
PERRY NO 1 LLC	6691 SW CO RD 158	JASPER, FL 32052	AUTO SERV SHOP	02332-000	27,230	2167 US 19 N
FRED MORGAN	3482 US 19 S	PERRY, FL 32348	STORE-RETAIL	08375-000	11,560	3400 US 19 S
RANDALL P ROBERTS & ROB SCOTT	P O BOX 383	VALPARAISO, FL 32580	STORE-DISC	08376-000	98,940	3402 US 19 S
WALTER ROWELL	12530 MORRIS STEEN RD	GREENVILLE, FL 32331	VACANT	08420-100	0	
IRIS SWAIN	4051 S US 19	PERRY, FL 32348	SINGLE FAMILY	08433-000	289,740	3861 US 19 S
THE FORESTRY COMPANY	502 W GREEN ST	PERRY, FL 32347	TIMBER III	02324-000	0	
SIDNEY & WILDA ATTAWAY	PERRY MOTOR LODGE	PERRY, FL 32348	STORE-MIXED USE	08315-000	33,290	3134 US 19 S
JOHN R & JOAN S PETERSON	203 W OAK ST	PERRY, FL 32347	MULTI FAMILY <10	08313-000	49,670	3206 US 19 S
PERRY PAWNROKERS INC	2202 N YOUNG BLVD 404	CHIEFLAND, FL 32626	STORE-L/C	08290-070	141,650	265 RING POWER RD
FRED & DAVID MORGAN	3482 US 19 S	PERRY, FL 32348	VACANT COMMERCIAL	08288-000	0	3484 US 19 S
YVONNE G & EDDIE C DORMAN	4220 LYMAN HENDRY RD	PERRY, FL 32348	MOBILE HOME SW	08291-100	2,740	128 JACKSON RD
MARY CATHERINE REDDING	3855 S US 19	PERRY, FL 32348	SINGLE FAMILY	08318-000	49,730	3855 US 19 S
DANNY L & TONI W EVERETT	3409 US 19 SOUTH	PERRY, FL 32348	MOBILE HOME PARKS	08421-500	346,360	3309 BYRON BUTLER PKWY S
POCKYS REALTY LLC	3291 US HWY 19 S	PERRY, FL 32348	AUTO SERV SHOP	08319-200	64,350	3870 US 19 S
MARK ANDREW MASSEY TRUSTEE	12640 JOSH EZELL GRADE	PERRY, FL 32348	SINGLE FAMILY	08316-000	16,490	3859 US 19 S
DONNA R & RUSSELL C KNIGHT	3855 S US 19	PERRY, FL 32348	SINGLE FAMILY	08317-000	63,130	3855 US 19 S
RING POWER CORP	500 WORLD COMMERCE PARKWAY	ST AUGUSTINE, FL 32092	AUTO SALES & REPAIR	08291-000	672,200	2920 US 19 S
DANNY L & TONI W EVERETT	3409 US 19 SOUTH	PERRY, FL 32348	SINGLE FAMILY	08427-000	27,470	3309 US 19 S
SHIRLEY P LUNDY	4567 LOREN HENDERSON RD	PERRY, FL 32347	MOBILE HOME PARKS	02331-000	15,410	2121 US 19 N
TAYLOR COUNTY	FOREST CAPITAL HALL	PERRY, FL 32348	COUNTY	08424-100	1,103,660	103 FOREST PARK DR
AMERICAN ALUMINUM ACCESSORIES INC	ACCESSORIES INC	PERRY, FL 32348	VACANT	08325-000	0	
DEVANE JODY	4154 HWY 19 S	PERRY, FL 32348	AUTO SERV SHOP	08431-000	17,270	4154 US 19 S
WARE OIL & SUPPLY CO INC	2715 S BYRON BUTLER PKWY	PERRY, FL 32348	CONVENIENCE STORE	08429-000	263,470	4090 US 19 S
FOLEY CELLULOSE LLC	P O BOX 105681	ATLANTA, GA 30348	IMPROVED AG-XFS	08441-000	0	4549 US 19 S
AMERICAN ALUMINUM	3291 S US 19	PERRY, FL 32348	LIGHT MANUF	08419-000	392,750	3291 US 19 S
DEVENDRA C PATEL	4097 SW 46TH AVE	OCALA, FL 34474	STORE-MIXED USE	08420-000	73,740	3481 US 19 S
MICHAEL A VERNESE	1589 CARLTON CEMETARY RD	PERRY, FL 32348	WAREHOUSE-STORAGE	08434-150	71,040	1589 CARLTON CEMETARY RD
MIKE VERNESE	1589 CARLTON CEMETARY RD	PERRY, FL 32348	LIGHT MANUF	08434-100	161,180	1581 CARLTON CEMETARY RD
MARY SWINDLE	1411 ANDREW REAMS RD	PERRY, FL 32347	VACANT W/ XFS	02670-000	0	1519 ANDREW REAMS RD
TAYLOR STORAGE CENTER LLC	3498-1 US 19 S	PERRY, FL 32348	WAREHOUSE-MINI	08386-000	608,510	3498 US 19 S



224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

March 31, 2008

Dear U.S. 19 Corridor Property Owner:

Your City Council recognizes the importance of the U.S. 19 corridor to the economic well-being and image of our community. In order to strengthen these attributes and also work towards improving your property's value, Council is considering adopting minimum building exterior and property upkeep standards along U.S. 19. We wanted to send you this courtesy notice so that you may participate in the discussion and formulation of these improvements.

Included are some of the ideas which are under consideration for U.S. 19. The goal is to have building exteriors and property maintained in a way which improves the overall impression of the corridor and our City. Many of the properties already meet or exceed what is under consideration. The goal is to have this entire corridor, from city limit to city limit, an area that each property owner and the community at large can take pride.

Council has asked that a draft ordinance be prepared, using the ideas on the attached sheet for further review and discussion. It is anticipated that this draft will be reviewed at the Council meeting on April 8, which begins at 6:30 pm. Council meetings are held on the 2nd and 4th Tuesday's of each month at 6:30 pm. It is projected that a few Council meetings will take place before any final ordinance is adopted. You are encouraged to attend and take part in this process. Before any ordinance is completed, a public notice of the intended ordinance is published in the legal ad section of the Taco Times and/or the Perry News Herald and a final public hearing is held.

The City thanks you for your help and cooperation in improving this vital section of our community.

Sincerely,

Bob Brown
City Manager



224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

November 19, 2008

Dear U.S. 19 Corridor Property Owner:

Your City Council recognizes the importance of the U.S. 19 corridor to the economic well-being and image of our community. In order to strengthen these attributes and also work towards improving your property's value, the Council passed Ordinance 866 on November 11 to ensure that this strategic part of Perry provides the appropriate appearance for our community. We wanted to send you this courtesy notice so that you are aware of the adoption of this ordinance and the requirements of the ordinance. This courtesy notice is being sent to all property owners in this corridor and is not meant to imply that your property is out of compliance.

The objective is to have building exteriors and property maintained in a way which improves the overall impression of the corridor and our City. The goal is to have this entire corridor, from city limit to city limit, an area that each property owner and the community at large can take pride.

I have listed below the maintenance criteria directly from the ordinance so that you can be aware of what they are. The complete ordinance can be viewed at City Hall and/or we can email you a copy if you so request.

Sec. 5.6 (4). Standards for exterior property areas.

- (a) *Sanitation.* All exterior property and premise shall be maintained in a clean, safe and sanitary condition. Each occupant of the property shall keep that part of the exterior property that the occupant occupies or controls in a clean and sanitary condition.
- (b) *Weeds.* All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten inches. Weeds shall mean all grasses, annual plants and vegetation, other than trees or shrubs; however, the term shall not include cultivated flowers and gardens.
- (c) *Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained so that they are structurally sound and in good repair.
- (d) *Motor vehicles.* Except as permitted by the land development code in a particular zoning district, no motor vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled unless such work is performed inside a structure or similarly enclosed area designed for, and approved by the city for, such purpose.

- (e) *Hazardous conditions.* It shall be unlawful for the owner or occupant to create, maintain, keep or allow the existence of any hazardous condition, equipment, facility, fixture, premises or building.

Sec. 5.6 (5). Exterior structures.

- (a) *General.* The exterior of all buildings and structures shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
- (b) *Exterior painting.* All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.
- (c) *Street numbers.* Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way.

Sec. 5.6 (6). Exterior walls.

Building walls shall be maintained in a secure and safe manner as follows:

- (1) All defective structural and decorative elements of the building facade shall be removed, replaced or repaired.
- (2) All exterior walls shall have all loose material removed. Patching and resurfacing shall match the existing or adjacent surfaces as to material, color, bond and joinings.
- (3) All cornices, trim, and window frames that are damaged, sagging or otherwise deteriorated shall be removed, repaired or replaces so that they are structurally sound and secure.
- (4) All exposed materials shall be painted, stained or otherwise treated to protect them from the elements.

Sec. 5.6 (7). Door and window openings.

- (a) All window and door openings shall be safe and secure. Sashes with rotten wood, broken joints, or deteriorated mullions or muntins shall be removed, repaired or replaced.
- (b) All exterior doors and windows shall be maintained in an unbroken and secure condition. No door or window shall be removed and enclosed, covered or boarded up unless treated as an integral part of the building facade, compatible with the design, material and finish of the adjoining walls of which the opening is a part. This subsection shall not apply to the temporary short-term covering or boarding up of windows or doors while undergoing replacement or repair. However, all damaged or broken doors and windows shall be restored, repaired or replaced within 60 days following breakage or damage.

Sec. 5.6 (8). Roofs.

Roofs shall be maintained in a secure, safe and watertight condition. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

Sec. 5.6 (9). Accessory and appurtenant structures.

Signs, awnings, canopies, freestanding walls, and fences shall be maintained in good repair and condition. Deteriorated signs, torn or unsecured awnings or canopies, and any dilapidated free-standing wall or fence shall be removed, repaired or replaced.

Soon, the City will begin citing properties that aren't in compliance.

The City thanks you for your help and cooperation in improving this vital section of our community.

Sincerely,

Bob Brown
City Manager



mailed 4/15/15

April 15, 2015

CITY OF PERRY

PURCHASE ORDER #: 53387

(PLEASE INCLUDE P. O. # ON INVOICE)

NEWSPAPER: PERRY NEWS HERALD

ISSUE DATE: APRIL 17, 2015

PLEASE RUN AS LEGAL ADVERTISEMENT

PROOF OF PUBLICATION REQUIRED

.....
NOTICE

Pursuant to Section 2.13(B) of the City Charter of the City of Perry, Florida, notice is hereby given that the City Council had Introduction and First Reading on Ordinance No. 946 on April 14, 2015 in the City Council Chambers, 224 S. Jefferson Street, Perry, Florida. A Public Hearing and Final Reading on Ordinance No. 946 is scheduled for April 28, 2015 in the City Council Regular Meeting Council Room 224 S. Jefferson Street, Perry, Florida at 5:30 p. m. or as soon thereafter as possible. The public hearing may be continued to a future date at the meeting, without further legal notice advertisement in the local newspaper. The public hearing date will be set at a future Council meeting. Any interested persons may appear and be heard on the aforementioned public hearing date. Notice is also given, pursuant to Florida Statutes 286.0105 that any person deciding to appeal any decision of the City Council with respect to any matter considered at the meeting will need a record of that meeting and may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be heard.

ORDINANCE NO. 946

AN ORDINANCE TO AMEND CHAPTER 5, SECTION 5.6 OF THE CODE OF ORDINANCES. AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

Robert A. Brown, Jr.
City Manager

Mike Deming
Mayor

INTRODUCED 28 Oct. 2008
FIRST READING 28 Oct. 2008
PASSAGE 11 Nov. 2008
EFFECTIVE DATE 11 Nov 2008
PUBLIC HEARING 11 Nov. 2008
ADVERTISEMENT DATE 31 Oct. 2008
PAGES FIVE (5)

ORDINANCE NO: 866

AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Section 166.021(1), Florida Statutes, as amended, empowers the City Council of the City of Perry, Florida, hereinafter referred to as the City Council, to exercise governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services and to exercise any powers for municipal purposes, except where expressly prohibited by law; and

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERRY, FLORIDA, that:

Section 1. Chapter 5 – Buildings, is hereby amended as follows:

CHAPTER 5. BUILDINGS

Sec. 5.6 (1). Findings of fact and declaration of necessity.

The city commission finds the following:

(1) *Existence of conditions.* There exists within the city blighted buildings or other structures used or intended to be used for commercial, business, institutional, industrial, single family or multifamily dwelling purposes that are contiguous to the right of way of U.S. Highway 19 and that because of structural or maintenance problems are abandoned, unsafe, and endanger the general health, welfare and safety of the general public and those who use or visit the structures.

(2) *Results if conditions uncorrected.* Such blighted buildings and structures contribute to the development of, or increase in crime, increase costs to public revenue and impair the efficient and economical exercise of governmental functions in such areas; and necessitate excessive and disproportionate expenditure of public funds for public safety, crime prevention, fire protection and other public services.

(3) *Necessity to protect public health, safety and welfare.* The adoption of this article is necessary to protect the public health, safety and welfare of the people of the city by establishing minimum standards governing the facilities, repair and maintenance of buildings and grounds used for or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes. This article is intended to be remedial and essential to the public interest and welfare and to this extent it is intended that this commercial building code be liberally construed to effectuate the purposes stated herein.

Sec. 5.6 (2). Buildings affected.

Every portion of a building or premises, used or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes that are contiguous to the right of way of Highway 19, shall comply with the provisions of this article, irrespective of when the building shall have been constructed, altered or repaired, except where specifically exempt as stated in this article, and irrespective of any permits or licenses that have been issued for the use of the building or premises, for the construction or repair of the building or for the installation or repair of equipment or facilities prior to the adoption of this article.

Sec. 5.6 (3). Conflicts resolved.

In any case where a provision of this article is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or other code provision of this city, the provision that establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail if the defect cited is hazardous to the health, safety and welfare of the people using the building or adjoining properties and the defect must be replaced to comply. If repairs will correct the defect cited, the repairs may be made using the same methods and materials used in the original construction.

Sec. 5.6 (4). Standards for exterior property areas.

(a) *Sanitation.* All exterior property and premise shall be maintained in a clean, safe and sanitary condition. Each occupant of the property shall keep that part of the exterior property that the occupant occupies or controls in a clean and sanitary condition.

(b) *Weeds.* All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten inches. Weeds shall mean all grasses, annual plants and vegetation, other than trees or shrubs; however, the term shall not include cultivated flowers and gardens.

(c) *Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained so that they are structurally sound and in good repair.

(d) *Motor vehicles.* Except as permitted by the land development code in a particular zoning district, no motor vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled unless such work is performed inside a structure or similarly enclosed area designed for, and approved by the city for, such purpose.

(e) *Hazardous conditions.* It shall be unlawful for the owner or occupant to create, maintain, keep or allow the existence of any hazardous condition, equipment, facility, fixture, premises or building.

Sec. 5.6 (5). Exterior structures.

- (a) *General.* The exterior of all buildings and structures shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
- (b) *Exterior painting.* All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.
- (c) *Street numbers.* Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way.

Sec. 5.6 (6). Exterior walls.

Building walls shall be maintained in a secure and safe manner as follows:

- (1) All defective structural and decorative elements of the building facade shall be removed, replaced or repaired.
- (2) All exterior walls shall have all loose material removed. Patching and resurfacing shall match the existing or adjacent surfaces as to material, color, bond and joinings.
- (3) All cornices, trim, and window frames that are damaged, sagging or otherwise deteriorated shall be removed, repaired or replaced so that they are structurally sound and secure.
- (4) All exposed materials shall be painted, stained or otherwise treated to protect them from the elements.

Sec. 5.6 (7). Door and window openings.

- (a) All window and door openings shall be safe and secure. Sashes with rotten wood, broken joints, or deteriorated mullions or muntins shall be removed, repaired or replaced.
- (b) All exterior doors and windows shall be maintained in an unbroken and secure condition. No door or window shall be removed and enclosed, covered or boarded up unless treated as an integral part of the building facade, compatible with the design, material and finish of the adjoining walls of which the opening is a part. This subsection shall not apply to the temporary short-term covering or boarding up of windows or doors while undergoing replacement or repair. However, all damaged or broken doors and windows shall be restored, repaired or replaced within 60 days following breakage or damage.

Sec. 5.6 (8). Roofs.

Roofs shall be maintained in a secure, safe and watertight condition. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

Sec. 5.6 (9). Accessory and appurtenant structures.

Signs, awnings, canopies, freestanding walls, and fences shall be maintained in good repair and condition. Deteriorated signs, torn or unsecured awnings or canopies, and any dilapidated free-standing wall or fence shall be removed, repaired or replaced.

Sec. 5.6 (10). Compliance period.

(a) Any other provision of this Code notwithstanding, corrective action ordered by the city manager or designee and which is visible from the right of way of U.S. Highway 19 shall be commenced and completed within the following time periods:

- (1) Property having an assessed value of \$100,000.00 or less as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 90 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (2) Property having an assessed value of more than \$100,000.00, but less than \$200,000.00 as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 60 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (3) Property having an assessed value of \$200,000.00 or more as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 30 days and shall be completed within 90 days from the date of written notice of noncompliance.

(b) The city manager or designee may stay enforcement for a further period of time, not to exceed six months from the initial notice, if the property owner demonstrates with tangible evidence that he/she is taking affirmative steps to abate the violations and requires additional time to fully comply.

Sec. 5.6 (11) Penalty for Violation

A violation of the provisions of this section shall be subject to penalties set forth in Section 5.5 of this Chapter.

Section 2. Severability.

If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Ordinance may be read by title only pursuant to Section 2.13(b), Ordinance in General, of the Charter of the City of Perry, Florida.

Section 4. Conflict. All Ordinances or portions of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED in regular session by the City Council of the City of Perry, Florida on this 11 day of November, 2008.

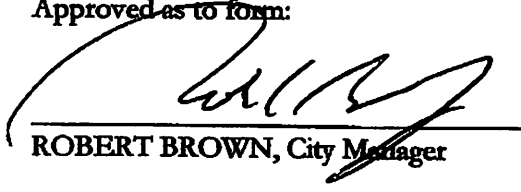
Attest:


Clerk of the Council

CITY COUNCIL
CITY OF PERRY, FLORIDA


EMILY WEED KETRING, MAYOR

Approved as to form:


ROBERT BROWN, City Manager


MICHAEL S. SMITH, City Attorney

INTRODUCED 3-24-2009
FIRST READING 3-24-2009
PASSAGE 4-14-2009
EFFECTIVE DATE 4-14-2009
PUBLIC HEARING 4-14-2009
ADVERTISEMENT DATE 3-27-2009
PAGES 51x (6)

ORDINANCE NO: 868

AN ORDINANCE TO AMEND ORDINANCE NO. 866, ADOPTED NOVEMBER 11, 2008. AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Section 166.021(1), Florida Statutes, as amended, empowers the City Council of the City of Perry, Florida, hereinafter referred to as the City Council, to exercise governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services and to exercise any powers for municipal purposes, except where expressly prohibited by law; and

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERRY, FLORIDA, that:

Section 1. Chapter 5 – Buildings, is hereby amended as follows:

CHAPTER 5. BUILDINGS

Sec. 5.6 (1). Findings of fact and declaration of necessity.

The city commission finds the following:

(1) *Existence of conditions.* There exists within the city blighted buildings or other structures used or intended to be used for commercial, business, institutional, industrial, single family or multifamily dwelling purposes that are contiguous to the right of way of U.S. Highway 19 and that because of structural or maintenance problems are abandoned, unsafe, and endanger the general health, welfare and safety of the general public and those who use or visit the structures.

(2) *Results if conditions uncorrected.* Blighted buildings and structures contribute to the development of an increase in crime, costs to public revenue and impair the efficient and economic exercise of governmental functions in such areas; and necessitate excessive and

disproportionate expenditure of public funds for public safety, crime prevention, fire protection and other public services.

(3) *Necessity to protect public health, safety and welfare.* The adoption of this article is necessary to protect the public health, safety and welfare of the people of the city by establishing minimum standards governing the facilities, repair and maintenance of buildings and grounds used for or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes. This article is intended to be remedial and essential to the public interest and welfare and to this extent it is intended that this building code be liberally construed to effectuate the purposes stated herein.

Sec. 5.6 (2). Buildings affected.

Every portion of a building or premises, used or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes that are contiguous to the right of way of Highway 19, shall comply with the provisions of this article, irrespective of when the building shall have been constructed, altered or repaired, except where specifically exempt as stated in this article, and irrespective of any permits or licenses that have been issued for the use of the building or premises, for the construction or repair of the building or for the installation or repair of equipment or facilities prior to the adoption of this article.

Sec. 5.6 (3). Conflicts resolved.

In any case where a provision of this article is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or other code provision of this city, the provision that establishes the higher standard for the promotion and protection of the public health, safety and welfare of the people shall prevail if the defect cited is hazardous to the health, safety and welfare of the people using the building or adjoining properties and the defect must be replaced to comply. If repairs will correct the defect cited, the repairs may be made using the same methods and materials used in the original construction.

Sec. 5.6 (4). Standards for exterior property areas.

(a) *Sanitation.* All exterior property and premise shall be maintained in a clean, safe and sanitary condition. Each occupant of the property shall keep that part of the exterior property that the occupant occupies or controls in a clean and sanitary condition. [Signage from a closed commercial business, institution or industrial operation shall be removed within one (1) year from closure.]

(b) *Weeds.* All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten inches. Weeds shall mean all grasses, annual plants and vegetation, other than trees or shrubs; however, the term shall not include cultivated flowers and gardens.

(c) *Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained so that they are structurally sound and in good repair.

(d) *Motor vehicles.* Except as permitted by the land development code in a particular zoning district, no motor vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled unless such work is performed inside a structure or similarly enclosed area designed for, and approved by the city for, such purpose. Unlicensed and/or uninsured motor vehicles, miscellaneous motor vehicle parts, materials, unmounted tires, scrap and salvage visible from the right of way of U.S. Highway 19 is prohibited.

(e) *Hazardous conditions.* It shall be unlawful for the owner or occupant to create, maintain, keep or allow the existence of any hazardous condition, equipment, facility, fixture, premises or building.

Sec. 5.6 (5). Exterior structures.

(a) *General.* The exterior of all buildings and structures shall be in compliance with the Florida Building Code and maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

(b) *Exterior painting.* All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

(c) *Street numbers.* Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way.

Sec. 5.6 (6). Exterior walls.

Building walls shall be maintained in a secure and safe manner as follows:

(1) All defective structural and decorative elements of the building facade shall be removed, replaced or repaired.

(2) All exterior walls shall have all loose material removed. Patching and resurfacing shall match the existing or adjacent surfaces as to material, color, bond and joinings.

(3) All cornices, trim, and window frames that are damaged, sagging or otherwise deteriorated shall be removed, repaired or replaced so that they are structurally sound and secure.

(4) All exposed materials shall be painted, stained or otherwise treated to protect them from the elements.

Sec. 5.6 (7). Door and window openings.

(a) All window and door openings shall be safe and secure. Sashes with rotten wood, broken joints, or deteriorated mullions or muntins shall be removed, repaired or replaced.

(b) All exterior doors and windows shall be maintained in an unbroken and secure condition. No door or window shall be removed and enclosed, covered or boarded up unless treated as an integral part of the building facade, compatible with the design, material and finish of the adjoining walls of which the opening is a part. This subsection shall not apply to the temporary short-term covering or boarding up of windows or doors while undergoing replacement or repair. However, all damaged or broken doors and windows shall be restored, repaired or replaced within 60 days following breakage or damage.

Sec. 5.6 (8). Roofs.

Roofs shall be maintained in a secure, safe and watertight condition. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

Sec. 5.6 (9). Accessory and appurtenant structures.

Signs, awnings, canopies, freestanding walls, and fences shall be maintained in good repair and condition. Deteriorated signs, torn or unsecured awnings or canopies, and any dilapidated free-standing wall or fence shall be removed, repaired or replaced.

Sec. 5.6 (10) Non-Conforming Structure.

All structures which were non-conforming as of the date of the adoption of the Land Development Regulations of the City of Perry (LDR) or in violation of the provisions of the Florida Building Code shall be subject to the following:

- (a) **Enlargement of Structures -** Non-Conforming structures shall not be enlarged or altered in a manner which increases its non-conformity or in violation of the Florida Building Code.
- (b) **Damaged or Destruction of Structure -** Non-Conforming structures which are damaged to the extent of more than fifty percent (50%) of their replacement value shall not be repaired, reconstructed or improved unless in compliance with the LDR and Florida Building Code. Structures which are destroyed shall not be rebuilt unless in compliance with the LDR and Florida Building Code.
- (c) **Relocation of Structure –** Non-Conforming structures shall not be relocated, moved or repositioned unless in compliance with the LDR and Florida Building Code.

Sec. 5.6 (11). Compliance period.

- (a) Any other provision of this Code notwithstanding, corrective action ordered by the city manager or designee and which is visible from the right of way of U.S. Highway 19 shall be commenced and completed within the following time periods:

- (1) Property having an assessed value of \$100,000.00 or less as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 90 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (2) Property having an assessed value of more than \$100,000.00, but less than \$200,000.00 as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 60 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (3) Property having an assessed value of \$200,000.00 or more as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 30 days and shall be completed within 90 days from the date of written notice of noncompliance.

(b) The city manager or designee may stay enforcement for a further period of time, not to exceed six months from the initial notice, if the property owner demonstrates with tangible evidence that he/she is taking affirmative steps to abate the violations and requires additional time to fully comply.

Sec. 5.6 (12) Penalty for Violation

A violation of the provisions of this section shall be subject to penalties set forth in Section 5.5 of this Chapter.

Section 2. Severability.

If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Ordinance may be read by title only pursuant to Section 2.13(b), Ordinance in General, of the Charter of the City of Perry, Florida.

Section 4. Conflict. All Ordinances or portions of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

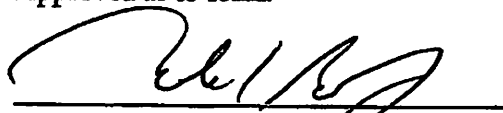
PASSED and ADOPTED in regular session by the City Council of the City of Perry, Florida on this 14 day of April, 2009.


CITY COUNCIL
CITY OF PERRY, FLORIDA

Attest: 
Clerk of the Council


EMILY WEED KETRING, MAYOR

Approved as to form:


ROBERT BROWN, City Manager


MICHAEL S. SMITH, City Attorney

INTRODUCED 07-23-2013
FIRST READING 07-23-2013
PASSAGE 08-13-2013
EFFECTIVE DATE 08-13-2013
PUBLIC HEARING 08-13-2013
ADVERTISEMENT DATE 07-27-2013
PAGES Six (6)

ORDINANCE NO: 928

AN ORDINANCE TO AMEND ORDINANCE NO. 868, ADOPTED APRIL 14, 2009. AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Section 166.021(1), Florida Statutes, as amended, empowers the City Council of the City of Perry, Florida, hereinafter referred to as the City Council, to exercise governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services and to exercise any powers for municipal purposes, except where expressly prohibited by law; and

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERRY, FLORIDA, that:

Section 1. Chapter 5 – Buildings, is hereby amended as follows:

CHAPTER 5. BUILDINGS

Sec. 5.6 (1). Findings of fact and declaration of necessity.

The city commission finds the following:

(1) *Existence of conditions.* There exists within the city blighted buildings or other structures used or intended to be used for commercial, business, institutional, industrial, single family or multifamily dwelling purposes that are contiguous to the right of way of U.S. Highway 19 and that because of structural or maintenance problems are abandoned, unsafe, and endanger the general health, welfare and safety of the general public and those who use or visit the structures.

(2) *Results if conditions uncorrected.* Blighted buildings and structures contribute to the development of an increase in crime, costs to public revenue and impair the efficient and economic exercise of governmental functions in such areas; and necessitate excessive and

disproportionate expenditure of public funds for public safety, crime prevention, fire protection and other public services.

(3) *Necessity to protect public health, safety and welfare.* The adoption of this article is necessary to protect the public health, safety and welfare of the people of the city by establishing minimum standards governing the facilities, repair and maintenance of buildings and grounds used for or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes. This article is intended to be remedial and essential to the public interest and welfare and to this extent it is intended that this building code be liberally construed to effectuate the purposes stated herein.

Sec. 5.6 (2). Buildings affected.

Every portion of a building or premises, used or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes that are contiguous to the right of way of Highway 19, shall comply with the provisions of this article, irrespective of when the building shall have been constructed, altered or repaired, except where specifically exempt as stated in this article, and irrespective of any permits or licenses that have been issued for the use of the building or premises, for the construction or repair of the building or for the installation or repair of equipment or facilities prior to the adoption of this article.

Sec. 5.6 (3). Conflicts resolved.

In any case where a provision of this article is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or other code provision of this city, the provision that establishes the higher standard for the promotion and protection of the public health, safety and welfare of the people shall prevail if the defect cited is hazardous to the health, safety and welfare of the people using the building or adjoining properties and the defect must be replaced to comply. If repairs will correct the defect cited, the repairs may be made using the same methods and materials used in the original construction.

Sec. 5.6 (4). Standards for exterior property areas.

(a) *Sanitation.* All exterior property and premise shall be maintained in a clean, safe and sanitary condition. Each occupant of the property shall keep that part of the exterior property that the occupant occupies or controls in a clean and sanitary condition. Signage from a closed commercial business, institution or industrial operation shall be removed within one (1) year from closure.

(b) *Weeds.* All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten inches. Weeds shall mean all grasses, annual plants and vegetation, other than trees or shrubs; however, the term shall not include cultivated flowers and gardens.

(c) *Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained so that they are structurally sound and in good repair.

(d) *Motor vehicles.* Except as permitted by the land development code in a particular zoning district, no motor vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled unless such work is performed inside a structure or similarly enclosed area designed for, and approved by the city for, such purpose. Unlicensed and/or uninsured motor vehicles, miscellaneous motor vehicle parts, materials, unmounted tires, scrap and salvage visible from the right of way of U.S. Highway 19 is prohibited.

(e) *Hazardous conditions.* It shall be unlawful for the owner or occupant to create, maintain, keep or allow the existence of any hazardous condition, equipment, facility, fixture, premises or building.

Sec. 5.6 (5). Exterior structures.

(a) *General.* The exterior of all buildings and structures shall be in compliance with the Florida Building Code and maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

(b) *Exterior painting.* All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

(c) *Street numbers.* Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way.

Sec. 5.6 (6). Exterior walls.

Building walls shall be maintained in a secure and safe manner as follows:

(1) All defective structural and decorative elements of the building facade shall be removed, replaced or repaired.

(2) All exterior walls shall have all loose material removed. Patching and resurfacing shall match the existing or adjacent surfaces as to material, color, bond and joinings.

(3) All cornices, trim, and window frames that are damaged, sagging or otherwise deteriorated shall be removed, repaired or replaced so that they are structurally sound and secure.

(4) All exposed materials shall be painted, stained or otherwise treated to protect them from the elements.

Sec. 5.6 (7). Door and window openings.

(a) All window and door openings shall be safe and secure. Sashes with rotten wood, broken joints, or deteriorated mullions or muntins shall be removed, repaired or replaced.

(b) All exterior doors and windows shall be maintained in an unbroken and secure condition. No door or window shall be removed and enclosed, covered or boarded up unless treated as an integral part of the building facade, compatible with the design, material and finish of the adjoining walls of which the opening is a part. This subsection shall not apply to the temporary short-term covering or boarding up of windows or doors while undergoing replacement or repair. However, all damaged or broken doors and windows shall be restored, repaired or replaced within 60 days following breakage or damage.

Sec. 5.6 (8). Roofs.

Roofs shall be maintained in a secure, safe and watertight condition. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

Sec. 5.6 (9). Accessory and appurtenant structures.

Signs, awnings, canopies, freestanding walls, and fences shall be maintained in good repair and condition. Deteriorated signs, torn or unsecured awnings or canopies, and any dilapidated free-standing wall or fence shall be removed, repaired or replaced.

Sec. 5.6 (10) Non-Conforming Structure.

All structures which were non-conforming as of the date of the adoption of the Land Development Regulations of the City of Perry (LDR) or in violation of the provisions of the Florida Building Code shall be subject to the following:

- (a) Enlargement of Structures - Non-Conforming structures shall not be enlarged or altered in a manner which increases its non-conformity or in violation of the Florida Building Code.
- (b) Damaged or Destruction of Structure - Non-Conforming structures which are damaged to the extent of more than fifty percent (50%) of their replacement value shall not be repaired, reconstructed or improved unless in compliance with the LDR and Florida Building Code. Structures which are destroyed shall not be rebuilt unless in compliance with the LDR and Florida Building Code.
- (c) Relocation of Structure - Non-Conforming structures shall not be relocated, moved or repositioned unless in compliance with the LDR and Florida Building Code.
- (d) No person or entity shall engage in any form of business or commerce by selling, trade, barter, donation, or in any other manner unless sale, display, preparation, and storage is conducted within a completely enclosed building that meets Florida Building Code or in a non-conforming structure that has continually existed and been occupied since the adoption of ordinance 868 on April 14, 2009 which had this building requirement intent. The limitation

on display will comply with the applicable City of Perry Land Development Regulations for the zoning district a property is located within. Conformity with all other City ordinances and Land Development Regulations are also required.

Sec. 5.6 (11). Compliance period.

(a) Any other provision of this Code notwithstanding, corrective action ordered by the city manager or designee and which is visible from the right of way of U.S. Highway 19 shall be commenced and completed within the following time periods:

- (1) Property having an assessed value of \$100,000.00 or less as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 90 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (2) Property having an assessed value of more than \$100,000.00, but less than \$200,000.00 as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 60 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (3) Property having an assessed value of \$200,000.00 or more as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 30 days and shall be completed within 90 days from the date of written notice of noncompliance.

(b) The city manager or designee may stay enforcement for a further period of time, not to exceed six months from the initial notice, if the property owner demonstrates with tangible evidence that he/she is taking affirmative steps to abate the violations and requires additional time to fully comply.

Sec. 5.6 (12) Penalty for Violation

A violation of the provisions of this section shall be subject to penalties set forth in Section 5.5 of this Chapter.

Section 2. Severability.

If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.


Section 3. This Ordinance may be read by title only pursuant to Section 2.13(b), Ordinance in General, of the Charter of the City of Perry, Florida.

Section 4. Conflict. All Ordinances or portions of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED in regular session by the City Council of the City of Perry, Florida on this 13 day of August, 2013.

Attest:



Clerk of the Council


CITY COUNCIL
CITY OF PERRY, FLORIDA

DARYL GUNTER, MAYOR

Approved as to form:


ROBERT BROWN, City Manager


MICHAEL S. SMITH, City Attorney

Introduced: April 14, 2015
Advertised: April 17, 2015
First Reading: April 14, 2015
Public Hearing: April 28, 2015
Passage: April 28, 2015
Effective Date: April 28, 2015
Pages: (3) Three

ORDINANCE NO. 946

AN ORDINANCE TO AMEND CHAPTER 5, SECTION 5.6 OF THE CODE OF ORDINANCES. AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 166.021(1), Florida Statutes, as amended, empowers the City Council of the City of Perry, Florida, hereinafter referred to as the City Council, to exercise governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services and to exercise any powers for municipal purposes, except where expressly prohibited by law; and

WHEREAS, the City Council of the City of Perry, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Perry.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS THAT THE CODE OF ORDINANCES OF THE CITY OF PERRY IS AMENDED AS FOLLOWS:

SECTION I:

Chapter 5, Section 5.6 shall be amended to read as follows:

(~~Strikethrough~~ indicates deletion; Underline indicates added text)

Section 5.6(4). Standards for exterior property areas.

(f) *Paved Areas.* Any paved surface greater in area than one hundred (100) square feet that is not currently serving as parking space or other accessory for an active business enterprise at the location shall be aesthetically maintained by taking any of the following action(s):

(i) Erecting and maintaining planter boxes with decorative shrubbery that tends to obstruct the view of the paved surface from motorists traversing Highway 19, with an aggregate height of at least six (6) feet, running parallel to Highway 19 for the length of the paved surface, and being placed no more than five (5) feet from the sidewalk.

(ii) Erecting and maintaining any other method of beautification with the consent of the City Manager.

SECTION II:

Chapter 5, Section 5.6 shall be amended to read as follows:

(~~Strikethrough~~ indicates deletion; Underline indicates added text)

Section 5.6(7). Door and window openings.

(c) All first floor windows visible from the street of occupied commercial buildings must have displays in the windows relating to the commercial business activity or other decorative displays. All first floor windows visible from the street of unoccupied commercial buildings must have decorative displays relating to the history of Perry/Taylor County, and/or the current climatic and/or holiday season, and/or curtains/blinds/sheers or other similar window treatment to eliminate a vacant appearance.

SECTION III:

Chapter 5, Section 5.6 shall be amended to read as follows:

(~~Strikethrough~~ indicates deletion; Underline indicates added text)

Section 5.6(11). Penalty for Violation.

A violation of the provisions of this section shall be subject to penalties set forth in Section 5.5 of this Chapter. In addition to the penalties set for in Section 5.5 of this Chapter, a violation of Section 5.6(4)(f) or 5.6(7) may be, pursuant to order of the Code Enforcement Board or Magistrate as applicable, remedied and brought into compliance by the City of Perry with the City of Perry being able to place a lien against the property for the cost of taking the corrective action.

SECTION IV:

If any section, clause, sentence, or phrase of this Ordinance as amended is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the viability of the remaining portions of this Ordinance.

SECTION V:

Section I of this Amendment shall be effective six months after its adoption by the City Council of the City of Perry. Section II of this Amendment shall be effective thirty (30) days after its adoption by the City Council of the City of Perry. Section III of this Amendment shall be effective thirty (30) days after its adoption by the City Council of the City of Perry. All other Sections of this Amendment shall be effective immediately after its adoption by the City Council of the City of Perry.

BE IT SO ORDAINED by the City Council of the City of Perry, Florida, in a regular meeting assembled on the 28th day of April, 2015.



MIKE DEMING, MAYOR

ATTEST:



CLERK OF THE CITY COUNCIL

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 PLAN AND THE ADDITION OF THE SHERIFF'S OFFICE TO THE COUNTY POLICY.

MEETING DATE REQUESTED:

AUGUST 7, 2017

Statement of Issue:

THE BOARD TO CONSIDER THE RECOMMENDATION OF THE INSURANCE COMMITTEE REGARDING RENEWING THE PLAN AND ADDING THE SHERIFF'S OFFICE TO THE POLICY.

Recommended Action:

DISCUSS/APPROVE

Fiscal Impact:

INCREASE \$13,550 FOR OPTION 7

Budgeted Expense:

YES

Submitted By:

COUNTY ADMINISTRATOR 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: UNITED HEALTHCARE HAS OFFERED TO CONTINUE TO BE THE COUNTY'S HEALTHCARE PROVIDER AT A RATE INCREASE OF .84% AND SOME MINOR PLAN ADJUSTMENTS FOR RECOMMENDED OPTION "7". THE INSURANCE COMMITTEE RECOMMENDS THAT THE BOARD ACCEPT THE PROPOSAL TO RENEW THE BOCC PLAN AND TO ADD THE SHERIFF'S OFFICE EMPLOYEES/DEPENDENTS TO THE POLICY. THEY WILL HAVE A SEPARATE PLAN FOR THE FIRST TWO YEARS.

Options:

Attachments: TAYLOR COUNTY BOCC RENEWAL

TAYLOR COUNTY SHERIFF'S OFFICE PROPOSAL

Taylor BOCC
2017 Health Insurance
Renewal

Option 7 AQPN
Mod 6 (Legacy
INS 2017) RX
Plan 135

	Current	Renewal 2	Change Renewal 1
EE \$	690.59	\$ 696.42	0.84%
EE Spouse \$	1,691.95	\$ 1,706.23	0.84%
EE Children \$	1,284.50	\$ 1,295.34	0.84%
Family \$	2,078.69	\$ 2,096.24	0.84%
Total Premium	\$ 1,605,212.00	\$ 1,618,762.00	\$ 13,550.00
<i>In Network</i>			
<u>Copay</u>			
PCP \$	20.00	\$ 20.00	
SPC \$	35.00	\$ 35.00	
Urgent Care \$	75.00	\$ 75.00	
ER \$	200.00	N/A	
Major Diag \$	100.00	\$ 150.00	
<u>Deductible</u>			
Single \$	250.00	\$ 500.00	
Family \$	750.00	\$ 1,000.00	
Coinsurance	80%	80%	
<u>Out of Pocket Maximum</u>			
Single \$	3,000.00	\$ 4,000.00	
Family \$	6,000.00	\$ 8,000.00	
<u>Rx</u>			
Tier 1 \$	10.00	\$ 10.00	
Tier 2 \$	30.00	\$ 30.00	
Tier 3 \$	50.00	\$ 50.00	
<i>Out of Network</i>			
<u>Deductible</u>			
Single \$	1,000.00	\$ 2,000.00	
Family \$	2,000.00	\$ 4,000.00	
Coinsurance	50%	50%	
<u>Out of Pocket Maximum</u>			
Single \$	15,000.00	\$ 16,000.00	
Family \$	30,000.00	\$ 32,000.00	

Taylor County Sheriff
2017 Health Insurance
Renewal

			Option 9 AQP Mod 8 (Legacy INS 2017) RX Plan 135			
			2017 Renewal (FB)	Change Current to Renewal (FB)	UHC (4)*	Change Current (FB) to UHC
EE	\$	796.82	\$ 838.03	5.17%	\$ 826.72	3.75%
EE Spouse	\$	1,896.44	\$ 1,994.50	5.17%	\$ 2,025.47	6.80%
EE Children	\$	1,466.15	\$ 1,541.97	5.17%	\$ 1,537.70	4.88%
Family	\$	2,486.08	\$ 2,614.65	5.17%	\$ 2,488.44	0.09%
Total Premium	\$	800,514.62	\$ 841,915.19	\$ 41,400.57	\$ 831,052.00	\$ 30,537.38
<i>In Network</i>						
<u>Copay</u>						
PCP	\$	20.00	\$ 20.00		\$ 20.00	
SPC	Ded +20%		Ded +20%		\$ 35.00	
Urgent Care	\$	20.00	\$ 20.00		\$ 75.00	
ER	Ded +20%		Ded +20%		N/A	
Major Diag	Ded +20%		Ded +20%		\$ 150.00	
<u>Deductible</u>						
Single	\$	1,000.00	\$ 1,000.00		\$ 1,000.00	
Family	\$	3,000.00	\$ 3,000.00		\$ 3,000.00	
<u>Coinsurance</u>						
		80%	80%		80%	
<u>Out of Pocket Maximum</u>						
Single	\$	2,000.00	\$ 2,000.00		\$ 4,000.00	
Family	\$	6,000.00	\$ 6,000.00		\$ 8,000.00	
<u>Rx</u>						
Tier 1	\$	15.00	\$ 15.00		\$ 10.00	
Tier 2	\$	30.00	\$ 30.00		\$ 30.00	
Tier 3	\$	50.00	\$ 50.00		\$ 50.00	
<i>Out of Network</i>						
<u>Deductible</u>						
Single	N/A		N/A		\$ 4,000.00	
Family	N/A		N/A		\$ 8,000.00	
<u>Coinsurance</u>						
		40%	40%		50%	
<u>Out of Pocket Maximum</u>						
Single	\$	2,000.00	\$ 2,000.00		\$ 16,000.00	
Family	\$	6,000.00	\$ 6,000.00		\$ 32,000.00	

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RENEWAL OF LEASE WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FOREST CAPITAL MUSEUM STATE PARK SITE.

MEETING DATE REQUESTED:

AUGUST 7, 2017

Statement of Issue:

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS HAS BEEN MANAGING THE 10.25 ACRE PROPERTY CALLED THE FOREST CAPITAL MUSEUM SINCE 1967 UNDER A 50 YEAR LEASE, WHICH EXPIRED ON JANUARY 10, 2017. THE DEP WISHES TO RENEW THE LEASE FOR ANOTHER 50 YEARS.

Recommended Action: APPROVE LEASE AGREEMENT

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: TED LAKEY, COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE DEPARTMENT OF ENVIRONMENTAL PROTECTION ORIGINALLY ENTERED INTO A LEASE AGREEMENT WITH THE TAYLOR COUNTY DEVELOPMENT AUTHORITY JANUARY 11, 1967 FOR A 50 YEAR TERM. ON JUNE 30, 1990 THE TAYLOR COUNTY DEVELOPMENT AUTHORITY DEEDED THIS PROPERTY TO THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS. THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS WISHES TO RENEW THE LEASE AND CONTINUE TO MANAGE THE FOREST CAPITAL PARK AND MUSEUM FOR ANOTHER 50 YEAR TERM.

Options: RENEW/NOT RENEW LEASE

Attachments: LEASE AGREEMENT WITH EXHIBIT "A" AND EXHIBIT "B"
COPY OF LEASE AGREEMENT WITH TCDA AND DEP
LETTER FROM CONRAD BISHOP

**Lease Agreement
Between
Taylor County, Florida
And
State of Florida Department of Environmental Protection,
Division of Recreation and Parks**

This **Lease Agreement**, hereinafter referred to as "Lease", is made and entered into on this _____ day of _____, 2017, by and between **Taylor County**, a political subdivision of the state of Florida (Lessor), and the **State of Florida Department of Environmental Protection, Division of Recreation and Parks**, (Lessee). Lessor and Lessee in this Lease are individually referred to as "party" and collectively referred to as "parties".

WITNESSETH:

WHEREAS, on January 11, 1967, Taylor County Development Authority leased certain real property located in Taylor County, Florida, to the Florida Board of Parks and Historic Memorials, pursuant to the lease (Original Lease) recorded in Book 65, Page 199 of the Official Records of Taylor County, Florida; and

WHEREAS, on May 24, 1972, the Original Lease was amended to include additional real property, located in Taylor County, Florida; and

WHEREAS, said Lessee, as successor to the Florida Board of Parks and Historic Memorials, has continued to manage the real property located in Taylor County, Florida under the terms of the Original Lease, as amended, as Forest Capital Museum State Park; and

WHEREAS, Lessee desires to continue to manage Forest Capital Museum State Park and wishes to enter into this Lease with Lessor; and

WHEREAS, Lessor desires that Lessee continue to manage Forest Capital Museum State Park.

NOW THEREFORE, Lessor and Lessee, in consideration of the terms, covenants and conditions of this Lease, as well as a sum of One Dollar (\$1.00) to Lessors in hand paid by Lessee, receipt of hereby is acknowledged, and of mutual benefits flowing from each to the other, do hereby agree as follows:

1. **Object of the Lease Agreement:** Lessor leases the real property located in Taylor County, Florida, more particularly described in Exhibit "A" (Leased Premises), and as approximately depicted in Exhibit B, both attached hereto and made a part hereof, to Lessee.

2. **Term of the Lease:** This Lease is for a term of fifty (50) years commencing on January 11, 2017, and ending on January 10, 2067, unless sooner terminated as provided in this Lease. If no party is at fault at expiration of the initial term of this Lease, the Lease may be extended for another term of fifty (50) years under same terms and conditions of this Lease and such extension shall be memorialized by written consent of the parties.

3. **Condition of Lease:** Lessee shall manage and operate, and improve as necessary, the Leased Premises for public park purposes. Notwithstanding Paragraph 4 below, in the event that the Lessee should fail, refuse, or neglect to use the property for public park purposes or should the property cease to be used for these purposes for a period of 1 year, the Lessor shall provide written notice of the violation to the Lessee and Lessee shall correct the violation within 60 days of receiving written notice. The Lessor, upon 30 days written notice to the Lessee, may terminate the lease if the Lessee fails to correct the violation within the 60 day period.

4. **Termination of Lease:** This Lease may be terminated by the parties or a party for cause or convenience by giving 90 days written notice. If this Lease is terminated for cause, the terminating party shall give written notice to the defaulting party describing the nature of default. If the defaulting party corrects the default within 90 days, then this Lease shall continue in full force and effect. However, if the defaulting party fails to correct the issue to the satisfaction of the terminating party, then the terminating party may give a written explanation to the defaulting party and terminate this Lease.

5. **Restrictions on the Leased Premises:** It is understood and agreed that Lessor acquired the Leased Premises under and by virtue of instruments and agreements executed with the United States of America and the terms, covenants and conditions of such agreements, the same being of record in Taylor County, Florida, shall be considered as a part of this Lease in so far as the same pertain to the use of the property for public purpose or for reversioning of the property in the United States of America in time of war or other national emergency.

6. **Liability:** Each party is responsible for any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

7. **Maintenance of Improvements:** Lessee shall maintain the real property within the Leased Premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all improvements, and meeting all building and safety codes. Lessor shall maintain the existing roadway from U.S. 19 including the dirt portion of the roadway and the parking area shared by Lessee and Lessor. Said roadway will be accessible to park personnel and emergency vehicles at all times.

8. **Special Events Sponsored by the Lessor:** Lessor shall coordinate with the park manager or Lessee contact person as identified in Paragraph 9 below, prior to commencement of any Lessor-sponsored special events. During Lessor-sponsored

special events, Lessor will oversee any vendors and demonstrators located on the Leased Premises from U.S. 19 to the museum, and Lessor will issue the vendors and demonstrators the appropriate county authorizations or permits for said activities.

9. **Notices:** All notices required or permitted to be given under the terms and provisions of this Lease by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the Parties as follows:

Lessor: Taylor County Board of County Commissioners
Attn: _____
201 E. Green Street
Perry, FL 32347

Lessee: State of Florida Department of Environmental Protection
Division of Recreation and Parks
Attention: Bureau Chief
Office of Parks Planning, Mail Station 525
3800 Commonwealth Boulevard
Tallahassee, Florida 32399

or to such other address as may hereafter be provided by the Parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

10. **Possession of Leased Premises and Improvements:** So long as the terms, covenants, conditions of this Lease are kept and performed by Lessee, the Lessor covenants that Lessee shall have full, peaceable and quiet possession of the described property. Lessee covenants and agrees to abide by and comply with all the terms and conditions of this Lease and upon its termination for any cause to yield and surrender possession thereof to Lessor or those having Lessor's interest in this property. The Lessee shall have the right to remove all its structures and improvements and return the grounds as near as possible to its natural state within a twelve (12) month period upon termination of this Lease.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Lease effective the day and year first above written.

**Taylor County, a political subdivision of the
State of Florida**

By its Board of County Commissioners

Witness

By: _____ (SEAL)
Pam Feagle, Chairperson



Print/Type Witness Name

“LESSOR”

Witness

Print/Type Witness Name

ATTEST:

Annie Mae Murphy, Clerk

State of Florida
County of Taylor

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Pam Feagle, as Chairperson, Taylor County Board of County Commissioners, on behalf of Taylor County. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: _____

Commission Expires: _____

**Department of Environmental Protection,
Division of Recreation and Parks**

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____
Steven A. Cutshaw
Environmental Administrator
Office of Park Planning

"LESSEE"

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Steven A. Cutshaw, as Environmental Administrator, Office of Park Planning, on behalf of the Division of Recreation and Parks, Department of Environmental Protection. He is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: _____

Commission Expires: _____

Exhibit "A"

A tract of land located in the South ½ of the North ½ of Section 6, Township 5 South, Range 8 East, and the South ½ of the North ½ of Section 1, Township 5 South, Range 7 East, Taylor County, Florida, described as follows:

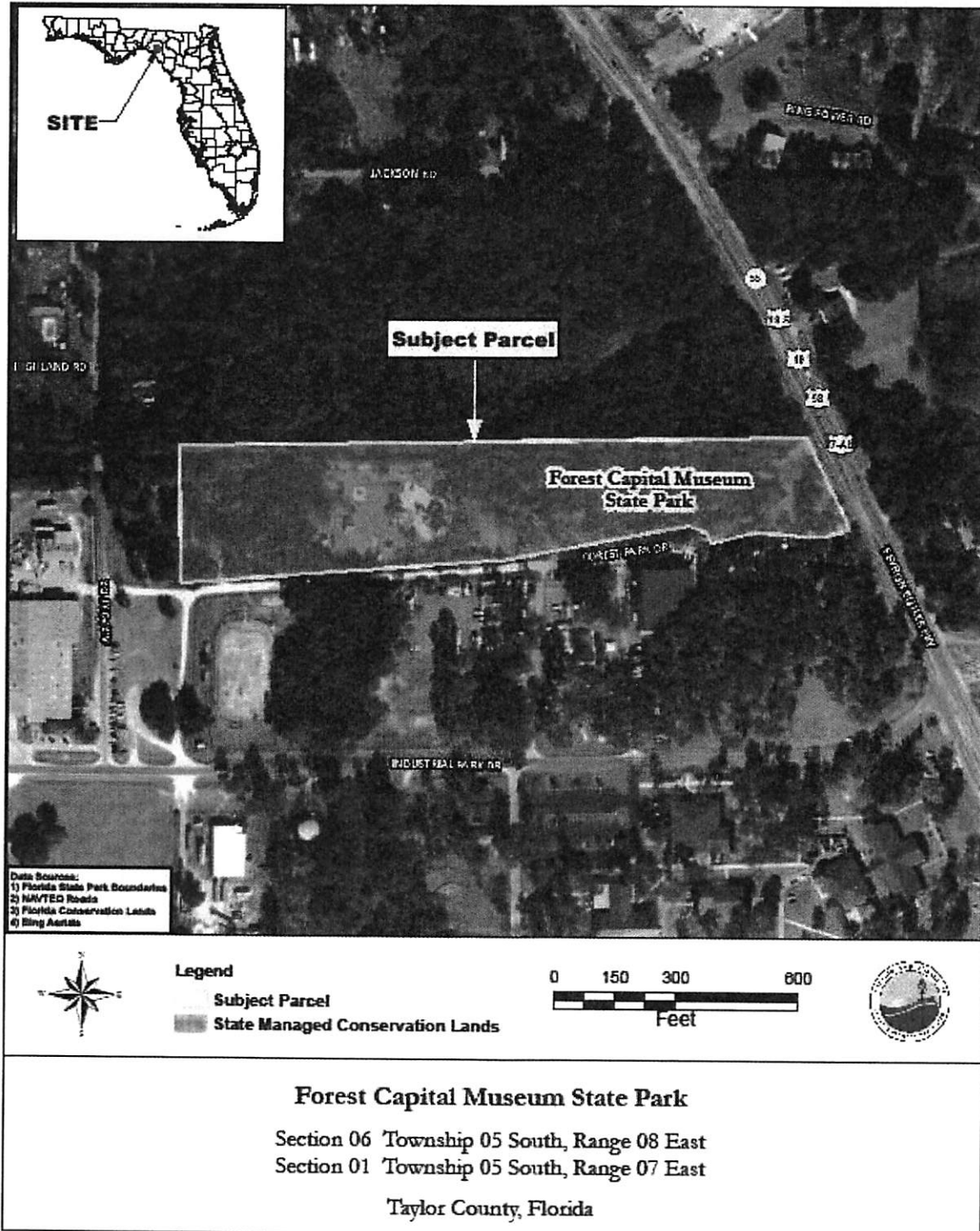
BEGIN at the point of intersection of the North line of the South ½ of the North ½ of Section 6, Township 5 South, Range 8 East, and the Westerly Right of Way line of U.S. Highway No. 19; thence South 89°06'01" West along the said North line of the South ½ of the North ½ of Section 6 a distance of 1545.04 feet; thence South 01°12'41" East a distance of 337.70 feet; thence North 85°42'19" East a distance of 801.16 feet; thence North 79°16'21" East a distance of 462.45 feet; thence South 66°40'21" East a distance of 46.64 feet; thence South 26°04'41" East a distance of 26.19 feet; thence North 75°45'46" East a distance of 109.17 feet; thence South 85°26'52" East a distance of 164.06 feet; thence North 72°37'00" East a distance of 72.82 feet to the aforementioned Westerly Right of Way line of U.S. Highway No. 19; thence North 26°04'41" West along said Westerly Right of Way line a distance of 247.40 feet to the POINT OF BEGINNING.

Containing 10.25 acres, more or less.

BSM
BY SK

Date: 1.04.2017

Exhibit "B"



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

December 29, 2016

(VIA EMAIL & REGULAR MAIL)

Mr. Steve Spradley
County Offices
201 East Green St.
Perry, FL 32347

Re: Management Lease Agreement Between
State of Florida Department of Environmental
Protection Division of Recreation and Parks and
Taylor County Board of County Commissioners, FL

Dear Steve:

I have reviewed the above mentioned lease. I have no problem with the form, but

1. There is nothing on Exhibit "A" which should be the legal description of the property.

2. Does the County want to enter in a 50 year lease with the prospect of an additional 50 years?

Once they send us the final draft, I would think that would be a question for the Board.

Thank you and I hope you are doing fine.

Happy New Year!

Respectfully,


Conrad C. Bishop, Jr.

CCB/jr

Cc: Hon. Annie Mae Murphy