

SUGGESTED AGENDA

Amended

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, JULY 17, 2012  
5:30 P.M.

201 E. GREEN STREET  
TAYLOR COUNTY COURTHOUSE ANNEX  
OLD POST OFFICE COMPLEX

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.

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

AWARDS/RECOGNITION:

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED AND  
CONSENT AGENDA ITEMS:

CONSENT ITEMS:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14:(2)(c))

4. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND AND THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.
5. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FISCAL YEAR 2013 MOSQUITO CONTROL CONTRACTUAL AGREEMENT IN THE AMOUNT OF \$18,500 WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
6. THE BOARD TO REVIEW AND ACCEPT THE FULLY EXECUTED STORM AND EMERGENCY DEBRIS MANAGEMENT FACILITY LICENSE AGREEMENT BETWEEN THE COUNTY AND FOLEY TIMBER AND LAND COMPANY, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
7. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LEASE AGREEMENT FOR OFFICE SPACE BETWEEN THE TAYLOR COUNTY GUARDIAN AD LITEM PROGRAM AND CAPITAL CITY BANK IN THE AMOUNT OF \$2,400, AS AGENDAED BY ANGELA WILSON, CAPITAL CITY BANK.

BIDS/PUBLIC HEARINGS:

8. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF PAUL POPPELL ROAD WIDENING/RESURFACING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

COUNTY STAFF ITEMS:

9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF APPLICATION FOR USE OF RIGHT-OF-WAY PERMIT SUBMITTED BY DARRELL BRUCE HEARTSFIELD TO PLACE A FLOATING DOCK IN THE CEDAR ISLAND BASIN, AS AGENDAED BY ANDY MCLEOD, PUBLIC WORKS DIRECTOR.
10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LETTER EXPRESSING DISSATISFACTION WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT'S LOCAL EMERGENCY MANAGEMENT AGENCY RANKING/TYPING PROGRAM UNDER DEVELOPMENT (RE-AGENDAED FROM THE 7/2/12 MEETING), AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
- 10A. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN EXTENSION TO THE CURRENT DECLARATION OF A STATE OF EMERGENCY IN RESPONSE TO TROPICAL STORM DEBBY, AS

**AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT  
DIRECTOR.**

**GENERAL BUSINESS:**

11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A RESOLUTION URGING THE FEDERAL GOVERNMENT, THE U.S. DEPARTMENT OF AGRICULTURE, AND THE U.S. FOOD AND DRUG ADMINISTRATION TO BAN THE USE OF "PINK SLIME" IN MEAT PRODUCTS, OR AT THE VERY LEAST, REQUIRE THAT MEAT PRODUCTS CONTAINING "PINK SLIME" INCLUDE LABELS THAT CLEARLY INDICATE THAT THE MEAT CONTAINS THE FILLER, AS AGENDAED BY PAT PATTERSON, COMMISSIONER.

**COUNTY ADMINISTRATOR ITEMS:**

12. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

**ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR  
NON-AGENDAED ITEMS:**

**BOARD INFORMATIONAL ITEMS:**

Examination and approval of invoices

Motion to adjourn

**FOR YOUR INFORMATION:**

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

[www.taylorcountygov.com](http://www.taylorcountygov.com)

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.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN FIVE (5) MINUTES FOR COMMENT. THOSE REQUIRING ADDITIONAL TIME FOR COMMENT ON AGENDAED ITEMS MAY REQUEST AN ADDITIONAL 5 MINUTES BEFORE THE BOARD APPROVES THE AGENDA.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING A NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST

TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

R E S O L U T I O N

(4)

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

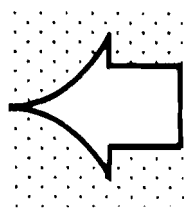
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$26,451	001-3345110	Emergency Management (EMPA) Grant
Expenditures:		
\$ 5,040	1226-(attached)	Salaries & Benefits
\$16,734	1226-(attached)	Operations
\$ 4,677	1226-(attached)	Capital Outlay
<u>\$26,451</u>	Total	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of July, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(25% of EMPa Grant 2013 State FY- 7/1/12-9/30/12)



# 1226



Taylor County Board of County Commissioners  
201 East Green Street  
Perry, FL 32347

0.00 \*

Salaries/Benefits 5,040.00 +  
Operations 16,734.00 +  
Capital Outlay 4,677.00 +  
003

26,451.00 \*

Budget Amendment  
July 1-12-12

## Memo

**To:** Tammy Taylor

**From:** Dustin Hinkel

**Date:** 7/11/2012

**Re:** Request for Budget Amendment for Emergency Management EMPA Grant (#1226)

#26,451

Please see attached grant agreement approved by the Board of County Commissioner on June 18, 2012. This grant agreement begins on July 1, 2012 and ends on June 30, 2013 and is for a total of \$105,806 (see page 12 of grant agreement).

Please allocate the funds as follows:

51200 REGULAR SALARIES & WAGES \$3,796  
33% Salary for EM Director for 3 months (Dept #1226)  
See attached detail

52110	FICA/MEDICARE TAXES	\$ 291
52200	RETIREMENT CONTRIBUTIONS	\$ 197
52300	HEALTH INSURANCE	\$ 650
52320	LIFE INSURANCE	\$ 5
52400	WORKERS' COMPENSATION	\$ 101
53401	CONTRACTUAL SERVICES	\$ 875
54000	TRAVEL & PER DIEM	\$ 625
54100	COMMUNICATIONS	\$ 2,500
54115	POSTAGE	\$125
54300	UTILITY SERVICES	\$ 2,500
54500	INSURANCE	\$ 0
54610	R&M BUILDINGS AND GROUNDS	\$500
54614	EXTERMINATION/PEST CONTRL	\$ 90
54620	R&M EQUIPMENT	\$ 0
54640	R&M AUTOMOBILE	\$ 500
54902	LEGAL ADVERTISING	\$ 250
54907	LICENSE/PERMIT/REGISTRAT	\$125
54910	DRUG TESTING	\$ 19

# 5,040

Subtotal Salaries & Benefits

55101	OFFICE SUPPLIES	\$ 750
55102	OFFC.EQUIP/FURN.<\$1,000	\$ 1,250
55103	EQUIPMENT < \$1,000	\$ 1,250
55110	OFFICE COPIER EXPENSE	\$ 500
55201	GEN. OPERATING SUPPLIES	\$ 750
55202	SAFETY PRODUCTS/SUPPLIES	\$ 500
55210	PETROLEUM PRODUCTS	\$ 625
55220	TOOLS & IMPLEMENTS	\$ 500
55230	COMPUTER SOFTWARE	\$ 1,000
55250	UNIFORMS	\$ 250
55401	BOOK/PUBL/SUB/MEMB/TRAIN.	\$ 1,250
56300	CAPITAL/INFRASTRUCTURE	\$ 1,927
56400	CAPITAL OUTLAY EQUIPMENT	\$ 2,750

#16,734  
*Subtotal Operating Expense*  
 #4672  
*Subtotal Capital Outlay*

Total \$26,451 \*

This amendment would represent 25% of the award. The remaining 75% will be requested in the 2012/2013 FY budget.  
 Please do not hesitate to call me if you have any questions.

# RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

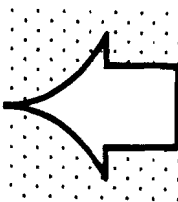
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$13,730	001-3312010	Emergency Management (EMPG) Grant
Expenditures:		
\$12,249	2224-(attached)	Salaries & Benefits
\$ 0	2224-(attached)	Operations
\$ 1,481	2224-(attached)	Capital Outlay
\$13,730	Total	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of July, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(25% of EMPG Grant 2013 State FY- 7/1/12-9/30/12)



#2224



Taylor County Board of County Commissioners  
201 East Green Street  
Perry, FL 32347

000

0.00 \*

*Salary/Benefit  
Capital*

12,249.00 +

1,481.00 +

002

*total  
expend*

13,730.00 \*

0.0

*[Handwritten signature]*

## Memo

**To:** Tammy Taylor

**From:** Dustin Hinkel

**Date:** 7/11/2012

**Re:** Request for Budget Amendment for Emergency Management EMPG Grant (#2224)

**\$13,730**

Please see attached grant agreement approved by the Board of County Commissioner on June 18, 2012. This grant agreement begins on July 1, 2012 and ends on June 30, 2013 and is for a total of \$54,919 (see page 12 of grant agreement).

Please allocate the funds as follows:

51200 REGULAR SALARIES & WAGES \$6,885  
100% Salary for EM Coordinator for 3 months (Dept #2224)  
See attached detail

52110	FICA/MEDICARE TAXES	\$ 527
52200	RETIREMENT CONTRIBUTIONS	\$ 357
52300	HEALTH INSURANCE	\$ 4,284
52320	LIFE INSURANCE	\$ 13
52400	WORKERS' COMPENSATION	\$ 183
53401	CONTRACTUAL SERVICES	\$ 0
54000	TRAVEL & PER DIEM	\$ 0
54100	COMMUNICATIONS	\$ 0
54115	POSTAGE	\$0
54300	UTILITY SERVICES	\$ 0
54500	INSURANCE	\$ 0
54610	R&M BUILDINGS AND GROUNDS	\$0
54614	EXTERMINATION/PEST CONTRL	\$ 0
54620	R&M EQUIPMENT	\$ 0
54640	R&M AUTOMOBILE	\$ 0
54902	LEGAL ADVERTISING	\$ 0
54907	LICENSE/PERMIT/REGISTRAT	\$0
54910	DRUG TESTING	\$ 0

*+ 12,249  
Subtotal Salaries + Benefits*

55101	OFFICE SUPPLIES	\$ 0
55102	OFFC.EQUIP/FURN.<\$1,000	\$ 0
55103	EQUIPMENT < \$1,000	\$ 0
55110	OFFICE COPIER EXPENSE	\$ 0
55201	GEN. OPERATING SUPPLIES	\$ 0
55202	SAFETY PRODUCTS/SUPPLIES	\$ 0
55210	PETROLEUM PRODUCTS	\$ 0
55220	TOOLS & IMPLEMENTS	\$ 0
55230	COMPUTER SOFTWARE	\$ 0
55250	UNIFORMS	\$ 0
55401	BOOK/PUBL/SUB/MEMB/TRAIN.	\$ 0
56300	CAPITAL/INFRASTRUCTURE	\$ 0
56400	CAPITAL OUTLAY EQUIPMENT	\$ 1,487 - <i>capital</i>

Total \$13,730 *✓*

This amendment would represent 25% of the award. The remaining 75% will be requested in the 2012/2013 FY budget.

Please do not hesitate to call me if you have any questions.

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

### **SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FISCAL YEAR 2013 MOSQUITO CONTROL CONTRACTUAL AGREEMENT IN THE AMOUNT OF \$18,500 WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

### **MEETING DATE REQUESTED:**

July 17, 2012

**Statement of Issue:** The Board to consider approval of contract for the amount of \$18,500 in State aid.

**Recommended Action:** Approve

**Fiscal Impact:** \$18,500

**Budgeted Expense:** Yes

**Submitted By:** Gary Wambolt

**Contact:** 838-3539

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** Agreement



**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER ADAM H. PUTNAM**

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July 6, 2012

Mr. Cheryl White, Acting Director  
Taylor County Mosquito Control  
3750 Highway 98 West  
Perry Florida 32347


Dear Mr. White:

Two originals of the Mosquito Control Contractual Agreement are enclosed for the Board's review and approval. The Chair should execute both where indicated and return one original to this office at 3125 Conner Blvd, Ste N MS C-41, Tallahassee, Florida, 32399-1650, not later than October 1, 2012 pursuant to Chapter 388.271(1) and FAC 5E-13.022(1). The other original is provided for your files. Please be advised that Agreements executed by anyone other than the Chair must be accompanied by written authorization for the signatory.

If you have any questions, please contact me at 850-617-7995.

Sincerely,

**ADAM H. PUTNAM**  
**COMMISSIONER OF AGRICULTURE**

  
Stacey Reese, Regulatory Supervisor/Consultant  
Bureau of Entomology and Pest Control





ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

**CONTRACTUAL SERVICES AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 12 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department, and **Taylor County**, acting for and on behalf of the **Taylor County Mosquito Control**, the Contractor.

**CONTRACT PERIOD: October 1, 2012 through September 30, 2013**

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to comply with the following statutory language of Chapter 388, F.S. and Administrative Code 5E-13.

An operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**", a signed acknowledgment of notification of being subject to **Section 215.97, F.S.** and a detailed work plan on **DACS form 13623** entitled "**Detailed Work Plan Budget**" providing for the control of mosquitoes are to be filed with the Department not later than July 15, 2012.

Following approval of the work plan and detailed work plan budget by the Department, **two notarized(certified)** copies of the county's or district's certified budget on form **DACS form 13617**, entitled "**Annual Certified Budget for Mosquito Control**" shall be submitted to the Department not later than September 15, 2012. If any changes are made (i.e. local cash carry forward, etc.) to the **Annual Certified Budget for Mosquito Control** after October 1st, a budget amendment on **DACS form 13613** entitled "**Arthropod Control Budget Amendment**" must be submitted to the Department not later than October 30, 2012. **NO EXCEPTIONS WILL BE MADE.**

Budget amendments on **DACS form 13613**, entitled "**Arthropod Control Budget Amendment**," and hereby incorporated by reference shall be prepared and submitted to the Department prior to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by accompanying requests for approval of changes to be made in the detailed budget. Department approval of the amendment(s) must be received before such expenditures are made.

**Not later than thirty(30) days after the end of each month** (i.e. October reports are due by December 1st), each district or county shall submit a monthly financial report to the Department on **DACS Form 13663**, entitled "**Mosquito Control Monthly Report**" for **Local Funds** and **DACS Form 13650** entitled "**Mosquito Control Monthly Report**" for **State Funds**, hereby incorporated by reference. A district or county shall submit **two(2)** copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by program director or person responsible for administration of the program and funds. Any county or district withdrawing from participation in state matching funds under Chapter 388, F.S., shall continue to submit financial reports as required in 5E-13.027(3) until funds received under this program are exhausted.

A district or county shall submit monthly chemical reports of accomplishments and an inventory of chemicals, on prescribed forms **DACS Form 13664** entitled "**Mosquito Control Chemical Inventory Report**" and **DACS Form 13652** entitled "**Mosquito Control Monthly Activity Report**" for pesticide activity, hereby incorporated by reference, to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st). If there is no activity in any given month, the county shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st) stating "**NO ACTIVITY**".

**State funds received shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds.** Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 659.24 F.S.

All purchases of supplies, materials and equipment by counties or districts shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to counties and districts here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and the county or district. The plan and budget may be amended at any time upon **prior approval** of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of the county or district's fiscal year, and re-budgeted for such control measures the following fiscal year. **No State funds can be placed in a reserve account.**

All equipment purchased under this chapter with state funds made available directly to the county or district shall become the property of the county or district unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by the district shall be maintained in accordance with s. 274.02 on the operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**".

Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions: Serviceable equipment no longer needed by a county or district shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the

equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in s. 274.05.

The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by the county or district shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

All counties and districts carrying out programs for the control of mosquitoes involving the expenditure of state funds shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same.

State funds, supplies, and services shall be made available to such county or district by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to the district or counties in the last three(3) quarters of the current fiscal year. Districts or counties shall be notified of the amount of payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying a county or district and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General. **Two(2) notarized(certified) copies of the Notification of Section 215.97, F.S. Memo shall be returned to the Department not later than July 15, 2012.** This Agreement shall be executed and returned to the Department **not later than October 1, 2012.**

**Failure to comply with chapter 388, F.S., Administrative Code 5E-13 and this Agreement can result in loss or termination of funds and/or state approval certification.**

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

- C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

The six digit Department of Management Services' class/group code commodity catalog control number is: 916-330

The Department will pay the Contractor in arrears as follows:

An amount not to exceed \$18,500 payable in equal quarterly installments upon receipt of required reports submitted to the Department within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the Department in detail sufficient for a proper pre audit and post audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party by giving not less than 30 days prior written notice of the cancellation.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The Department shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT. Renewal costs may not be charged by the CONTRACTOR.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through L are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to

requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
  - (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
  - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this

agreement for a period of three years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services or its designee, access to such records upon request.

- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

- (a) The Department of Agriculture and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
- (b) The Auditor General's Office at the following address:  
State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450
- (c) The Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control, Mosquito Control Program  
1203 Governors Square Blvd, Suite 300  
Magnolia Center I  
Tallahassee, Florida 32301

- G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor. General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
- L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
- (a) The Department of Agriculture and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
  - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:  
  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:
- The Department of Agriculture and Consumer Services  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

- I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

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

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.uch violation shall be cause for unilateral cancellation of this contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department is Angela Weeks-Samanie and is located at Bureau of Entomology and Pest Control, Mosquito Control Program, 3125 Conner Boulevard, MS C-41, Tallahassee, Florida 32399-1650.

The Contract Manager for the Contractor is Taylor County for Taylor County Mosquito Control and is located at 3750 Highway 98 West, Perry, Florida 32347 acting for and on behalf of the Taylor County.

Signed by parties to this agreement:

Department OF AGRICULTURE AND  
CONSUMER SERVICES

CONTRACTOR:  
Taylor County

*Willie G. Gresham*

Signature

Signature

*Director of Administration*

Title

Title

*June 19, 2012*

Date

Date

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, certify the signature of the Contractor on the foregoing and the document is a true, correct, complete and unaltered copy of The Contract Agreement.

\_\_\_\_\_  
Notary Public

## EXHIBIT - 1

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

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

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

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

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

#### MATCHING RESOURCES FOR FEDERAL PROGRAMS:

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

**Awarding Agency: FL Department of Agriculture and Consumer Services**

**Title: MOSQUITO CONTROL (Arthropod Control / Mosquito Control State Aid)**

**Project Amount: Not to exceed \$18,500**

**CSFA#: 42003**

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

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND ACCEPT THE FULLY EXECUTED STORM AND EMERGENCY DEBRIS MANAGEMENT FACILITY LICENSE AGREEMENT BETWEEN THE COUNTY AND FOLEY TIMBER AND LAND COMPANY, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

**MEETING DATE REQUESTED:**

July 17, 2012

**Statement of Issue:** The Board to accept into the minutes the fully executed license agreement

**Recommended Action:** Accept

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** Dustin Hinkel

**Contact:** 838-3500 ext 7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** Agreement

**STORM AND EMERGENCY DEBRIS  
MANAGEMENT FACILITY LICENSE AGREEMENT**

**THIS STORM AND EMERGENCY DEBRIS MANAGEMENT FACILITY AGREEMENT** ("Agreement") is made and entered into this 28<sup>th</sup> day of June, 2012 ("Effective Date"), by and between FOLEY TIMBER AND LAND COMPANY, LIMITED PARTNERSHIP, a Delaware limited partnership, whose address is 1700 Foley Lane, Perry, Florida 32347 ("Foley"), and TAYLOR COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 620, Perry, Florida 32347 ("County").

**WITNESSETH:**

**WHEREAS**, there is a possibility that the County may experience severe storms and the resulting damage and destruction brought about by such storms;

**WHEREAS**, the public health and safety of all citizens may be at risk without adequate debris removal services and storage management facilities;

**WHEREAS**, immediate recovery of the County is a major concern and a primary priority in the event of any storm or disaster and it is in the public interest to provide for expedient removal and storage of storm debris within the County's jurisdictional limits;

**WHEREAS**, the availability of real property locations to serve as storm debris facilities may be severely limited if the County awaits the occurrence of an actual emergency to retain the use of such property;

**WHEREAS**, Foley is the fee simple owner of appropriate property locations in the Tennille, Beaches, and Econfina areas;

**WHEREAS**, the County desires and Foley has agreed to provide the use of such properties in accordance with the terms and conditions as set forth in this Agreement;

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Foley and the County hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by reference are incorporated into this Agreement.

2. **License Areas.** The County shall have the right to use up to three (3) areas, each containing up to 50 acres, in accordance with the terms of this Agreement (collectively, the "License Areas"). The exact location of the License Areas shall be determined after a full scale activation of the County's Emergency Operations Center ("EOC"), and notification by the County to Foley of the need for use of the License Areas; however, the License Areas shall be located within the real property more particularly described in **Exhibit "A"**, attached hereto (the

"Property"). The exact locations of the License Areas shall be determined by Foley within one (1) week after receiving said notification from the County.

3. **Term; Restoration.** The term ("Term") of this Agreement will commence on the date hereof July 1, 2012 and will expire two (2) years thereafter June 30, 2014. As to License Areas utilized by the County, unless directed otherwise by Foley, in Foley's sole discretion, the County agrees to remove all debris prior to the Termination Date (unless Foley and the County mutually agree to an extension of the term of this Agreement as to a License Area utilized by the County), and restore the License Areas to a safe, clean and stable condition. The County agrees to peaceably surrender the License Areas to Foley on or prior to the Termination Date (unless Foley and the County mutually agree to an extension of the term of this Agreement as to a License Area utilized by the County). Prior to the Termination Date or earlier completion of use of a License Area, to ensure that all non-vegetative debris and as much vegetative debris as possible is removed from the License Area, the County shall, at a minimum, root rake and harrow the License Area.

4. **Payment.** The County shall pay to Foley \$10.00 per acre per month for any actual use of the License Areas during the term of this Agreement. The County shall also reimburse Foley for the value of all timber lost or destroyed as a result of the County's use of the License Areas.

5. **Grant.** Foley hereby grants to the County an irrevocable license for ingress and egress of persons, motor vehicles and other mechanisms for transporting storm-generated vegetative debris ("Debris"), and to occupy and use the License Areas for storage and removal of Debris following severe weather events (the "Approved Use"). The County shall have an immediate right to use the License Areas for the Approved Use upon a full scale activation of the EOC, subject to Foley determining the exact locations of the License Areas in accordance with Paragraph 2. The County shall immediately notify Foley at the notice telephone and fax numbers provided below upon activation of the EOC.

6. **Use Restrictions.** The County shall use the License Areas only for the Approved Use. The County understands and agrees that the use of the License Areas is subordinate to Foley's rights and interests in and to the License Areas and agrees to notify its employees, agents and contractors accordingly. The County shall use best efforts during its use of the License Areas to avoid interference with Foley's use of the Property. The County shall not at any time allow the general public to enter upon all or any portion of the License Areas for any reason. Foley agrees that the County shall be permitted to place upon the License Areas any improvements usually incidental to the use of the License Areas for the Approved Use, but no permanent buildings or other non-moveable improvements shall be made without Foley's written consent. The County shall not use nor permit the use of dynamite or other explosives within the License Areas. The County may alter or permit the alteration of the existing grade of a License Area's terrain to render it suitable for Approved Uses. The County shall promptly provide Foley with copies of any reports, surveys, analyses, or investigations prepared by or for the County in connection with the County's use of the License Areas. No invasive plant species shall be allowed to be brought on to any License Area, and if an invasive plant specie is discovered on a License Area the County shall immediately take action to eradicate the invasive plant specie. The County's

obligation to eradicate invasive plant species on the License Areas shall survive the Termination Date for a period of two (2) years.

7. **Compliance with Law.** In connection with its use of the License Areas, the County shall comply with all federal, state and local laws, ordinances, rules and regulations, including, without limitation, all environmental and land use laws, ordinances, rules and regulations. The County shall be responsible for obtaining and maintaining all required environmental permits, and City, County, State or Federal licenses and permits required for the Approved Use upon the License Areas. The County shall not make or suffer any unlawful, improper or offensive use of the License Areas or any use of occupancy thereof contrary to the laws of the State of Florida or to the ordinances of the County in which the License Areas are located. If Foley notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately cease operations until such time as Foley and the public authority having jurisdiction determines that the condition has been remedied.

8. **Environmental Remediation.** The County shall not use or cause any substances deemed to be hazardous or toxic pursuant to any federal, state or local law, ordinance or regulation regarding health, safety or the environment ("Hazardous Substances") to be brought on to the Property or the License Areas. If Foley notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately remove the Hazardous Substance and the County shall immediately cease operations until such time as Foley and the public authority having jurisdiction determines that the condition has been remedied. The County agrees that if it violates the terms of this paragraph, then upon notification by Foley, the County shall, within seventy-two (72) hours, at its sole cost and expense, commence to correct such condition or situation; provided however that Foley retains the right to enter upon the License Areas and correct any such condition or situation at any time and the County hereby agrees to indemnify and hold harmless Foley from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this paragraph. Upon the termination of this Agreement, the County, at its expense, shall undertake such investigations, site monitoring, containment, cleanup, removal, restoration and other remedial work necessary or required under applicable laws to assure that the Property is not contaminated by the presence of any hazardous Substances requiring containment or remediation under applicable laws. The County shall have no obligation to remediate environmental conditions existing prior to the Commencement Date.

9. **Indemnification.** To the extent allowed under applicable laws, the County hereby agrees to indemnify, defend and hold harmless Foley, from and against all loss and liability of every kind whatsoever, known or unknown, including, without limitation, attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding, arising during the term of this Agreement for any personal injury, loss of life or damage to the License Areas or any other real or personal property sustained in, on or about the License Areas by reason of, or as a result of (a) the conduct or management of the County's activities conducted pursuant to this Agreement, (b) any act, omission or negligence of the County or its employees, agents, contractors or invitees, (c) any accident, injury, or damage (unless caused solely by Foley's negligence or willful misconduct) occurring in, at or upon the License Areas during the County's use, (d) the failure of the County or its employees, agents,

contractors or invitees to comply with legal requirements or insurance requirements, or (e) any other breach or default by the County under this Agreement, and also from and against any orders, judgments, or decrees which might be entered thereupon. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

10. **Condition of License Areas; Release.** The County acknowledges and agrees that the County is fully familiar with the Property, that the County will inspect the License Areas, and that Foley has made no representation or warranty as to the suitability of the License Areas for the County's intended use. The County will accept the License Areas in their current condition "AS IS." The use of the License Areas by the County shall be at the sole risk and expense of the County, and Foley is specifically relieved of any responsibility for damage or loss to the County, its employees, agents and contractors resulting from the County's use of the License Areas, unless such damage or loss results from Foley's willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

11. **Reimbursement.** The County agrees to reimburse Foley for all costs and expense for any damage to Foley's property resulting from the County's use of the License Areas and agrees that if, in Foley's opinion, it becomes necessary as a result of the County's use of the License Areas or ingress and egress across the Property to relocate or change any of its facilities, to promptly reimburse Foley for all cost and expense involved with such relocation or change.

12. **Insurance.** Throughout the term of this Agreement, the County shall maintain or require its contractors working on the License Areas to maintain in force a policy of general public liability insurance by an insurance company qualified to do business in the State of Florida and reasonably satisfactory to Foley, insuring Foley against the claims of all persons for loss of life, bodily injuries or property damage, or both, arising out of or incident to the County's use or occupancy of the License Areas. Foley shall be named as additional insured or named insured under said policy; and the County shall deliver a certificate(s) evidencing combined single limit coverage in an amount of not less than \$1,000,000.00 for bodily injury and property damage liability. Such certificate(s) shall provide that the coverage cannot be cancelled without at least ten (10) days' written notice to Foley. Should the County fail to furnish evidence of such insurance as provided for in this Agreement, Foley may obtain such insurance and premium on such insurance shall be deemed additional rental to be paid by the County to Foley on demand. Foley shall not be responsible for any loss or damage occurring to any property owned by the County and the County shall be responsible for maintaining any insurance coverage on the County's property which the County deems necessary.

13. **Rights Retained by Foley.** Foley, its contractors, and all officers, agents, servants, employees and workmen thereof, their vehicles, machinery, equipment, tools and accessories, shall at all times have absolute right of ingress and egress to and from, in and upon, the License Areas for the purpose of inspecting the License Areas and carrying on any duties, acts and operations necessary or desirable in connection with timber management, mosquito control, fire control, timber, pulpwood and naval stores operations, and any other duties, acts and operations necessary and desirable in the full and complete operations, control, and use of Foley's properties.

14. **Assignment.** The County shall not have the right or the authority to assign all or any portion of this Agreement without the prior written consent of Foley, which consent may be granted or withheld in Foley's sole and absolute discretion. Any assignment made without Foley's permission shall be null and void.

15. **Default.** Should the County allow any payment hereinabove specified to become delinquent, and remain delinquent for fifteen (15) days after the same shall become due, or should the County fail to keep and perform any of the terms, covenants, conditions, stipulations or agreements herein contained (collectively, "Acts of Default"), then and in any and all such events Foley may, at Foley's option, exercise all rights and remedies available to Foley under Florida law, including, without limitation, the right to terminate this Agreement and re-enter the License Areas. In the event the County commits any Acts of Default, so that it shall become necessary for Foley to employ an attorney to collect payments due or to enforce any term, covenant, condition, stipulation or agreement on the part of the County, then the County shall pay all costs of collection and expenses of recovery, including reasonable attorneys' and legal assistants' fees, and costs, incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding.

16. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other will be effective upon receipt or attempted delivery, in writing, by delivery prior to 5:00 p.m. on any business day, or mailed (by registered or certified United States Mail, postage prepaid, return receipt requested), or transmitted via telecopy or facsimile transmission prior to 5:00 p.m. on any business day, to the party entitled or required to receive same, as follows:

To The County: Taylor County  
201 East Green Street  
Perry, Florida 32348  
Attn: Jack R. Brown  
Phone: 850 - 838 - 3500  
Fax: 850 - 838 - 3501

To Foley: Foley Timber and Land Company  
1700 Foley Lane  
Perry, Florida 32347  
Attention: Woodlands Manager  
Phone: 850-838-2200  
Fax: 850- 838-2248

17. **Nature of Agreement.** This Agreement is a license and not a lease of real property. This Agreement shall convey no interest in the land to the County, but shall grant an irrevocable license to County to use the License Areas for the Term if this Agreement is not sooner terminated. Foley shall in no event be construed to be a partner or joint venturer of the County or any permitted assignee of the County, and Foley shall not be liable for any of the County's debts or liabilities, or the debts or liabilities of any permitted assignee.

18. **Foley's Interest Not Subject to Liens.** The County shall not, under any circumstances, have the power to subject Foley's interest in the License Areas or any other property of Foley's to any mechanics, materialman's or construction liens, or liens of any kind. All persons who may hereafter during the continuance of this Agreement furnish work, labor, services or material upon the request or order of the County, or any person claiming under, by or through the County, must look wholly to the County and not to Foley for payment for work done or materials provided. The County shall not permit or suffer to be filed or claimed against the License Areas or other property of Foley during the continuance of this Agreement any lien or liens of any kind arising out of action by the County.

19. **Nonwaiver.** Foley's failure in any one or more instances to insist upon strict performance of any one or more of the covenants herein contained on the part of the County shall not operate or be construed as a relinquishment or waiver for future breaches and of the right to enforce such covenant upon subsequent default.

20. **Interpretation.** When the context hereof shall so require, singular shall include plural and masculine shall include feminine or neuter and this agreement shall be binding upon the parties hereto, their successors, personal representatives, heirs, and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Time is of the essence of each and every covenant and agreement herein contained. The paragraph headings used herein are for indexing purposes only and shall not be used in interpreting or construing the terms of this Agreement. If any term, covenant, agreement or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, agreement or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every term, covenant, agreement, and condition of this Agreement shall be valid and enforced to the most extent permitted by law.

21. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

22. **Applicable Law.** This Agreement has been entered into and shall be performed and construed in accordance with the laws of the State of Florida. The parties hereto agree that venue for any action arising out of or connected with this Agreement shall be in Taylor County, Florida.

IN WITNESS WHEREOF, Foley and the County have caused this license agreement to be executed and delivered as of the day and year first above written.

Witnesses:

Lisa Scott  
Print Name Lisa Scott

Janice Tedder  
Print Name: JANICE TEDDER

FOLEY TIMBER AND LAND  
COMPANY, LIMITED PARTNERSHIP

By: FOLEY TIMBER COMPANY, INC.,  
a Delaware corporation,  
as its general partner

By: Travis McCoy  
Name: Travis McCoy  
Title: SVP

Witnesses:

Annie Mae Murphy  
Print Name Annie Mae Murphy

Cynthia G. Mock  
Print Name: Cynthia G. Mock

TAYLOR COUNTY,  
a political subdivision of the  
State of Florida

By: Patricia Patterson  
Name: Patricia Patterson 6/20/12  
Title: Chair

**EXHIBIT "A"**

**The Property**

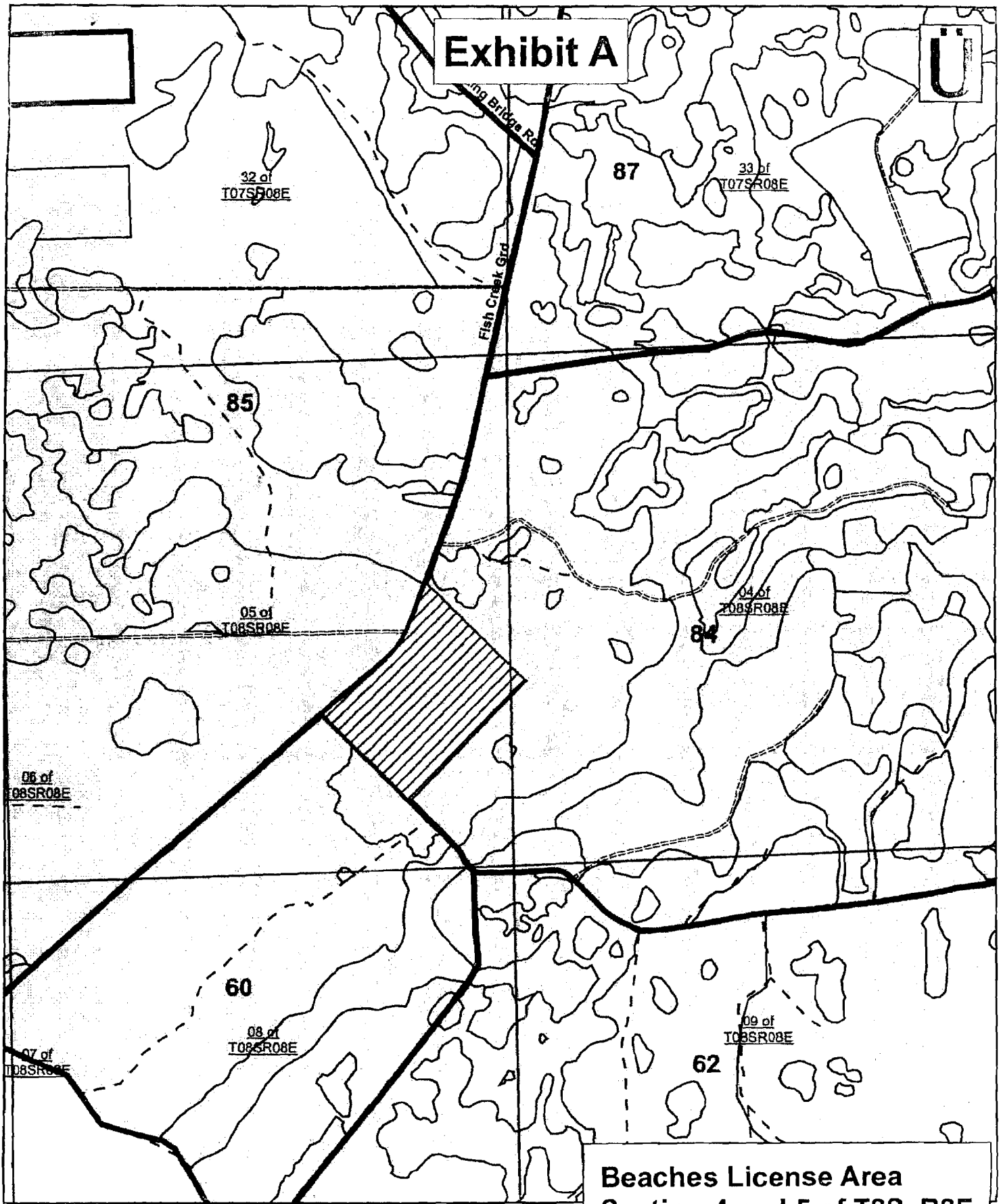
Steinhatchee  
83 26 46.675W  
29 44 5.342N

Beaches  
83 32 26.582W  
29 48 38.643N

Econfina  
83 43 46.311W  
30 7 3.115N

# Exhibit A

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4 INCHES = 1 MILE

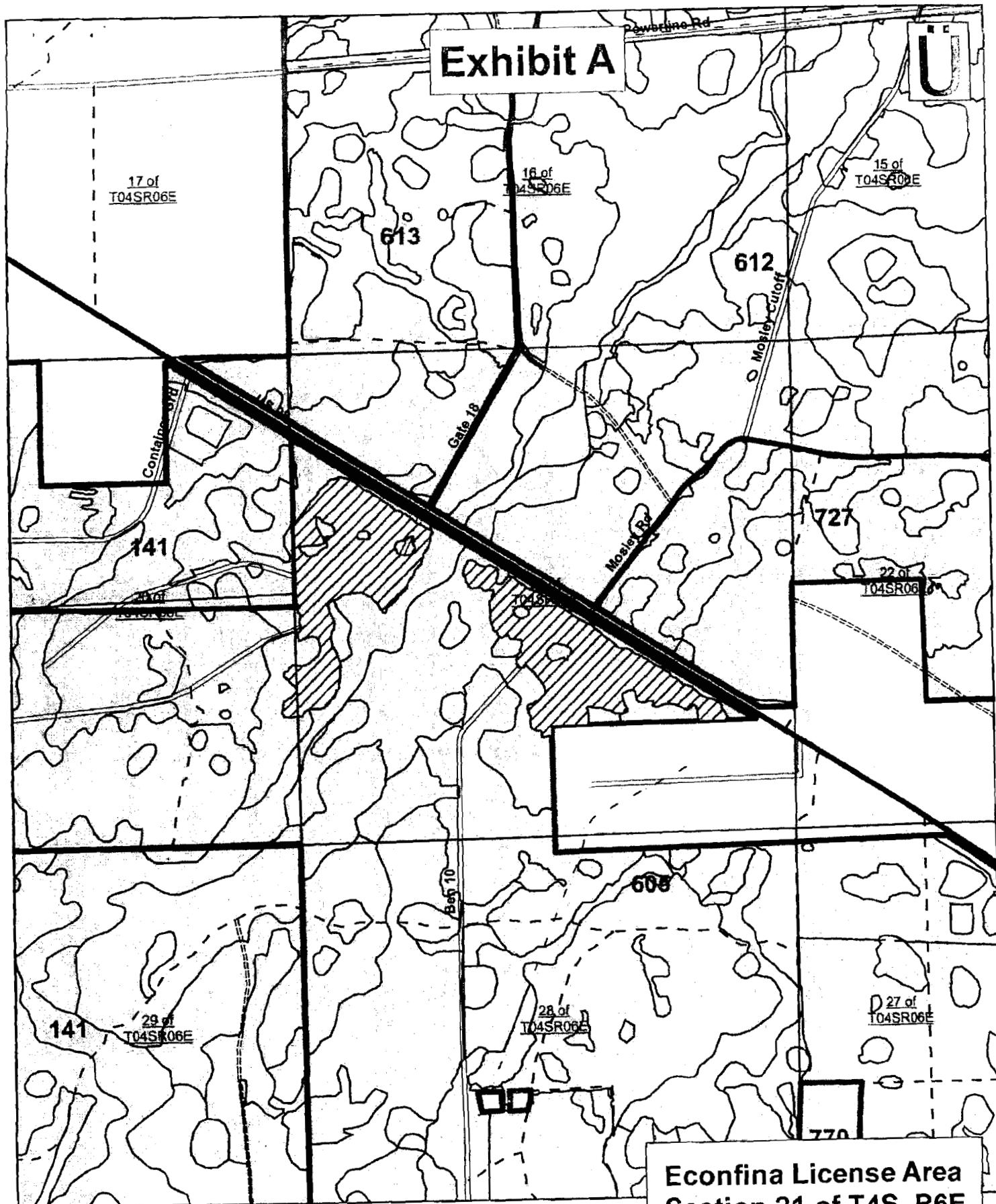
0 0.125 0.25 0.5 0.75 1 Miles

Property of Foley Timber and Land Company. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Foley Timber and Land Company. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed. jlc 6/4/2012

## Beaches License Area Section 4 and 5 of T8S, R8E

-  Beaches License Area
-  Other Foley Lands

# Exhibit A





4 INCHES = 1 MILE

0 0.125 0.25 0.5 0.75 1 Miles

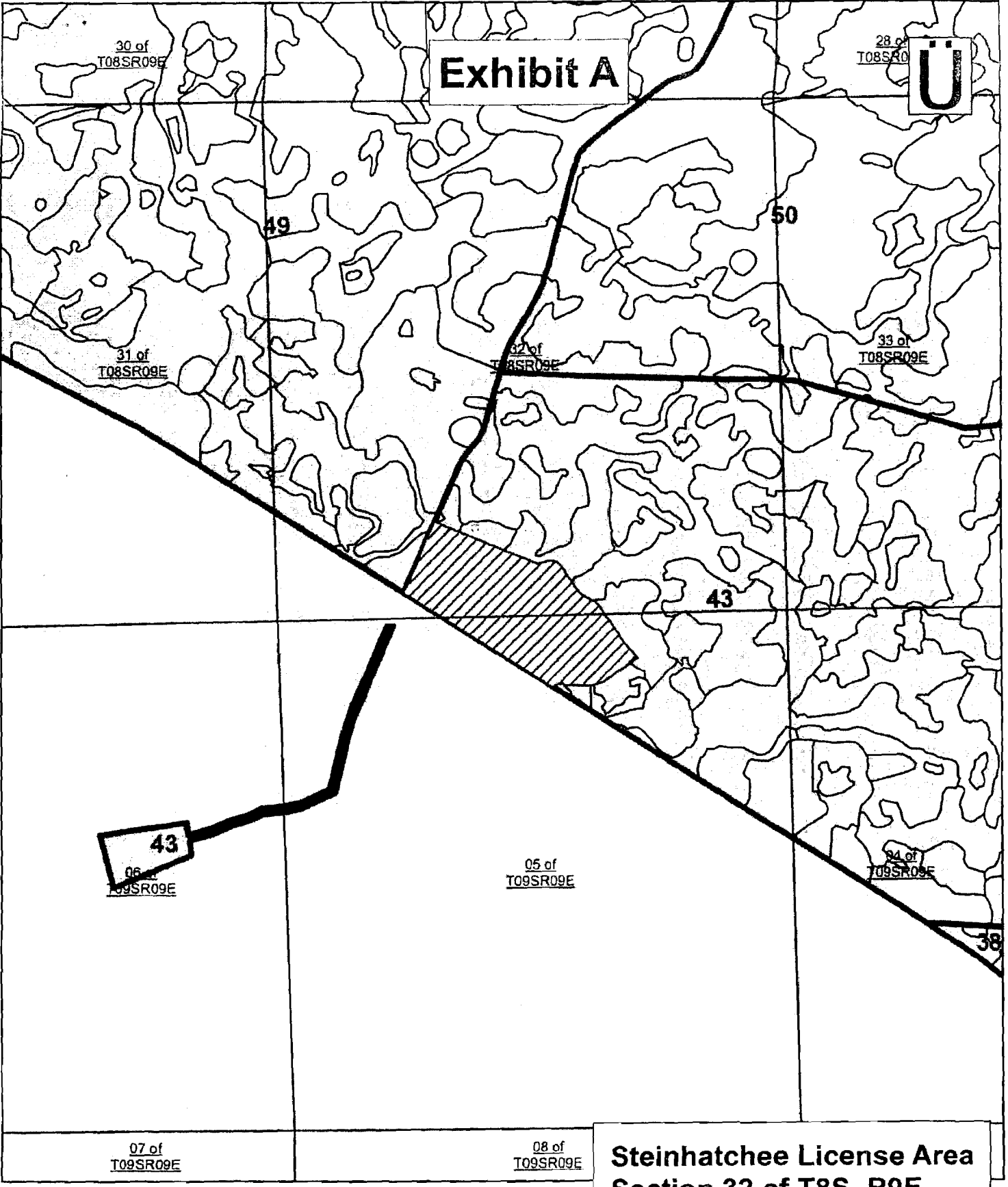
Property of Foley Timber and Land Company. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Foley Timber and Land Company. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed. jc: 8/4/2012

## Econfina License Area Section 21 of T4S, R6E

-  Econfina License Area
-  Other Foley Lands

# Exhibit A

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30 of  
T08SR09E

28 of  
T08SR09E

31 of  
T08SR09E

32 of  
T08SR09E

33 of  
T08SR09E

43

43  
06 of  
T09SR09E

05 of  
T09SR09E



34 of  
T09SR09E

38

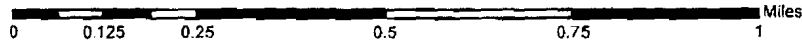
07 of  
T09SR09E

08 of  
T09SR09E

**Steinhatchee License Area**  
**Section 32 of T8S, R9E**  
**Section 5 of T9S, R9E**

-  Steinhatchee License Area
-  Other Foley Lands

4 INCHES = 1 MILE



Property of Foley Timber and Land Company. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Foley Timber and Land Company. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed. JK: 6/4/2012

# Foley Timber and Land Company

1700 FOLEY LANE • PERRY, FLORIDA 32347 • (850) 838-2200

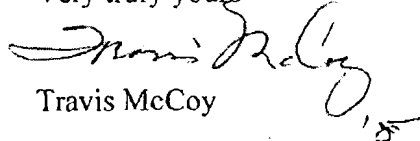
July 2, 2012

Mr. Dustin Hinkel  
Assistant County Administrator  
P. O. Box 620  
Perry, Florida 32347

Dear Mr. Hinkel:

Enclosed is a fully executed counterpart of the Storm and Emergency Debris Management Facility License Agreement, dated June 28, 2012, between Foley Timber and Land Company and Taylor County.

Very truly yours

  
Travis McCoy

jt

Enclosure

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LEASE AGREEMENT FOR OFFICE SPACE BETWEEN THE TAYLOR COUNTY GUARDIAN AD LITEM PROGRAM AND CAPITAL CITY BANK IN THE AMOUNT OF \$2,400, AS AGENDAED BY ANGELA WILSON, CAPITAL CITY BANK.

**MEETING DATE REQUESTED:**

July 17, 2012

**Statement of Issue:** The Board to approve lease of office space agreement with Capital City Bank

**Recommended Action:** Approve

**Fiscal Impact:** \$2,400

**Budgeted Expense:** Yes

**Submitted By:** Dustin Hinkel

**Contact:** 838-3500 ext 7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** Agreement

## COMMERCIAL LEASE

This Lease is made and entered into at Perry, Florida, this 1<sup>st</sup> day of July 2012, by and between Capital City Bank, a corporation existing under the laws of the United States of America, hereinafter called the "Lessor," and Taylor County, a political subdivision of the State of Florida OBO Florida Third Judicial Circuit Guardian Ad Litem Program, hereinafter called the "Lessee";

### WITNESSETH:

That the Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor, the following described premises ("Premises") at 115 W. Green Street, Perry, Florida 32347, in Taylor County, Florida, known as Capital City Bank building, to wit:

*That certain office suite, located on the second floor of the Capital City Bank Building in Perry, Taylor County, Florida, consisting of room numbered 202, containing 294 square feet, more or less.*

TO HAVE AND TO HOLD the Premises for a term of one year, commencing on the 1st day of July 2012, and ending on the 1st day of July 2013, upon the covenants and agreements set forth herein.

1. **RENT.** The Lessee hereby covenants and agrees to pay the Lessor as rent for the Premises during the term of the Lease the base rental sum of Two Thousand Four Hundred Dollars (\$2,400.00), payable in monthly installments of Two Hundred Dollars (\$200.00) per month, said sums to be paid to Lessor in advance on the first day of every calendar month during the term of this Lease without notice or demand. There will be a late charge of \$5.00 in addition to the regular monthly rental in the event rent for each day rental is not received by the fifteenth (15th) day of the month. Said rent being the responsibility of Third Judicial Circuit Guardian Ad Litem Program, Lake City, FL.

2. **CONDITION OF PREMISES.** The Lessor will deliver possession of the Premises in existing order and repair and Lessee agrees to accept the Premises in "as is" condition. No representations or warranties as to the condition of the Premises have been made by the Lessor, or Lessor's agent. Lessee agrees to maintain said Premises in good repair and in safe condition during the term of this Lease at the Lessee's own expense. The Lessor shall be responsible for maintaining the roof and exterior walls of the Premises and any common areas utilized by Lessee such as sidewalks, driveways and parking areas.

3. **USE.** Premises shall be used and occupied as a professional office and the Lessee covenants and agrees not to use the Premises for any other purpose unless the Lessor first consents to such use. The Lessee agrees to use and occupy said Premises in a careful, safe and proper manner.

4. **LESSEE ESTOPPEL CERTIFICATE.** Within ten (10) days after written request by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or to such other party as may be designated by Lessor, a certificate stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by Lessor have been satisfied or performed, except as set forth in said certificate; and that Lessee is not in default in the payment of rent or any of the other obligations required of Lessee hereunder (if such be the case); and that Lessee has paid the base rent and other rental obligations, and any required adjustments thereto (if such be the case) as of the date set forth in the certificate.

5. **SUB-LETTING.** The Lessee agrees that it will not assign any rights in the Premises without the written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee will not permit any alteration or other construction to the Premises, without first obtaining the written consent of the Lessor. Any improvements constructed or affixed to the Premises by the Lessee or on behalf of the Lessee or at its request which cannot be removed without substantial injury or damage to the Premises, shall become a part of the realty and the property of the Lessor. Upon removal of any such improvements or fixtures which can be removed without causing substantial injury or damage to the Premises, Lessee shall restore the Premises to the original condition and repair any defacement or damage caused by such removal.

6. **UNIT EXPENSE.** Lessee shall be solely responsible for all tangible personal property taxes imposed on property located on the Premises.

7. **REPAIRS.** Lessor shall keep the exterior structural portions (roof, foundation and exterior walls) of the Premises in reasonable repair, provided that Lessee shall give Lessor written notice of the necessity for such repair as same affects the Premises. Lessee shall keep the interior of the Premises in good working order and repair, at the Lessee's expense. Lessee shall promptly repair, at its expense, any damage to the Premises caused by bringing into the Premises any property for Lessee's use, or by the installation or removal of such property regardless of fault or by whom such damage any be caused, unless caused solely by the affirmative acts of negligence of Lessor, its agents or employees. In the event Lessee fails to make such repairs, Lessor may, at its option, but need not, make same and Lessee agrees to pay Lessor as additional rent the cost thereof promptly upon demand by Lessor. Lessee shall not overload the floor, electric wiring or utilities serving the Premises and shall install at Lessee's sole expense, after first obtaining Lessor's written approval, any additional electric wiring that may be required in connection with Lessee's apparatus, equipment or fixtures.

8. **LIENS.** Lessee hereby indemnifies Lessor against, and shall keep the Premises free from liens for any work performed, material furnished, or obligations incurred by the Lessee. Should liens or claims be filed against the Premises by reason of Lessee's acts or omissions, Lessee shall cause same to be discharged by bond or otherwise within (10) days after filing.

9. **SIGNS, DISPLAYS AND ADVERTISING.** Lessee shall not place or have placed and maintained on or within the Premises any sign, awning or advertising visible from the exterior of the Premises not first approved in writing by Lessor. Lessor shall have the exclusive right to use the roof and Lessee shall not affix any sign or aerial to the roof of the Premises.

10. **LIABILITY FOR DAMAGE.** The Lessor shall not be liable for any damage occasioned by the negligence of the Lessee or of co-tenants or other occupants of the same building, or for damage to Lessee's property, unless such damage was caused by or attributable to the negligence of Lessor or its agents.

11. **ACCESS TO PREMISES.** Lessor shall have free access to the Premises at all reasonable times and with notice to the Lessee for the purpose of examining the same or to make or cause to be made any alteration or repairs to the building that the Lessor may deem necessary for its safety or preservation, and also during the last three (3) months of the term of this Lease for the purpose of exhibiting said Premises and putting the usual notice to rent which notice shall not be removed, obliterated or hidden by the Lessee.

12. **REDELIVERY OF PREMISES.** The Lessee shall deliver up and surrender to the Lessor possession of the Premises hereby leased upon the expiration or termination of this Lease in as good condition and repair as existed at commencement of the Lease, reasonable wear and tear excepted, and deliver the keys to the office of the Lessor or Lessor's agent.

13. **DEFAULT.** In the event that Lessee (a) fails to pay by the due date the rent or any other sum due from Lessee hereunder; or (b) fails to cease all conduct prohibited hereby or fails to cure any non-monetary defaults hereunder within five (5) days after receipt of written notice of same from Lessor; or (c) fails to take any actions required to be taken by Lessee in accordance with any of the terms, covenants and conditions of this Lease; or (d) fails to conduct business in the Premises as herein required; or (e) commits an act in violation of this Lease which Lessor has previously notified Lessee to cease more than once in any year; or (f) becomes bankrupt, insolvent or files any debtor proceeding; or (g) commits waste to the Premises; or (h) is otherwise in breach of Lessee's obligations hereunder and shall not have cured same within five (5) days following written notice from Lessor; then Lessee shall be in default hereunder and Lessor may, at its option and without further notice to Lessee, terminate Lessee's right to possession of the Premises and without terminating this Lease re-enter and resume possession of the Premises, or, declare this Lease terminated. In either event, Lessor may remove all persons and property from the Premises, with or

without resort to process of any court, and retake possession of the Premises. Notwithstanding any such re-entry by Lessor, Lessee hereby indemnifies and holds Lessor harmless from any and all loss or damage which Lessee may incur by reason of the termination of this Lease or of Lessee's rights of possession hereunder where the same is occasioned by Lessee's default under this Lease. In no event shall Lessor's termination of this Lease or termination of Lessee's rights of possession of the Premises abrogate Lessee's agreement to pay rent and any other charges due hereunder for the full term of this Lease. Following re-entry of the Premises by Lessor, Lessee shall continue to pay all such rent and any additional charges hereunder as the same become due under the terms of this Lease, together with all other expenses incurred by Lessor in regaining possession of the Premises until such time, if any, as Lessor relets same and the Premises are occupied by a successor Lessee, it being understood that Lessor shall have no obligations to mitigate Lessee's damages by reletting the Premises. If Lessor is able to relet the Premises, any sums received from the new Lessee by Lessor shall be applied first to payment of costs incident to reletting; any excess shall then be applied to any indebtedness to Lessor from Lessee other than for base rent; and any excess shall then be applied to the payment of base rent due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts received hereunder and sums to be received by Lessor on reletting, which deficiency Lessee shall pay to Lessor in full, within five (5) days of notice of same from Lessor. Lessee shall have no right to any proceeds of reletting that remain following application of same in the manner set forth herein.

14. **RIGHTS AND REMEDIES.** The various rights and remedies herein granted to Lessor shall be cumulative and in addition to any others Lessor may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Lessor's right to exercise any other right or remedy. In all events, Lessor shall have the right upon notice to Lessee to cure any breach by Lessee at Lessee's sole cost and expense, and Lessee shall reimburse Lessor for such expense upon demand.

15. **CONDEMNATION.** In the event of any taking by condemnation or eminent domain, the Lessee shall not be entitled to any portion of the award or compensation made for said taking, whether by right of eminent domain or private purchase in lieu thereof, made to the Lessor for the value of any unexpired term of said Lease; provided, however, that nothing contained herein shall be construed to preclude the Lessee from prosecuting any claim directly against the condemning authority for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the Lessee so long as any such claim shall not diminish or otherwise adversely affect any award or compensation made to the Lessor by reason of any taking.

16. **FIRE AND CASUALTY.** In the event of destruction or damage to the Premises by fire or other casualty, Lessor shall have the option of terminating this Lease or of rebuilding and in such event written notice of such election shall be given to Lessee within sixty (60) days after the occurrence of such destruction. In the event Lessor elects to rebuild the demised premises, said building shall be restored to its former condition within a reasonable time and all rentals herein provided for shall abate for the time intervening between the destruction of the building and the complete restoration thereof. In the event Lessor elects to terminate, the rent shall be paid to or adjusted as of the date of such destruction, the term of this Lease shall then expire and this Lease shall be of no further force or effect and Lessor shall be entitled to sole possession of the Premises.

17. **TIME OF ESSENCE.** TIME IS OF THE ESSENCE OF THIS LEASE.

18. **HOLDING OVER.** Should Lessee, with Lessor's written consent, hold over at the end of the term, Lessee shall become a Lessee at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Lessee shall pay rent and other charges at the highest monthly rate provided for herein.

19. **SEVERABILITY.** In the event any provision of this Lease to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the Lease and its provisions shall be valid and enforceable to the full extent permitted by law.

20. **BROKERS.** Lessee indemnifies Lessor against any claims for brokerage commissions in connection herewith.

21. **WAIVER.** No waiver by Lessor of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Lessee of the same provision. Lessor's consent to or approval of any act by Lessee shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act. No agreement by Lessor to accept Lessee's surrender of the Premises shall be valid unless written.

22. **LIABILITY INSURANCE.** Lessee shall maintain at its sole expense during the term hereof, public liability insurance covering the Premises in an amount of \$300,000.00 for injury or death to any one person and \$300,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of \$50,000.00 in companies satisfactory to Lessor in the joint names of Lessor and Lessee. Lessee shall also keep in force fire and extended coverage insurance for the full replacement value of Lessee's improvements and lessee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Lessee will cause such insurance policies to name Lessor as an additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by the policy. In addition, Lessee shall keep in force workman's compensation or similar insurance to the extent required by law. Lessee shall deliver said policies or certificates thereof to Lessor within ten (10) days of the commencement of the term. Should Lessee fail to effect the insurance called for herein, Lessor may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Lessee shall pay all sums so expended to Lessor, as additional rent following invoice. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Lessor that it will give Lessor fifteen (15) days prior written notice before the policy or policies in question shall be altered or cancelled.

23. **INCREASE IN INSURANCE.** Lessee agrees that if its use of the premises is such that it causes the insurance rates on the building to increase, the Lessee will pay for the increase. Each Lessee will maintain within the leased premises a State-approved fire extinguisher in workable order at all times.

24. **BANKRUPTCY.** If, during the term of this Lease, the Lessee shall file a petition in bankruptcy, or be adjudged a bankrupt, or take advantage of any insolvency act, the Lessor may terminate this Lease upon giving written notice of termination to the Lessee whereupon said Lease shall be null, void and terminated.

25. **COVENANT OF QUIET ENJOYMENT.** The Lessor covenants and agrees that if the Lessee shall perform all of the covenants and agreements stipulated herein the Lessee shall, at all times, during the term of this Lease, have peaceable and quiet enjoyment in possession of said Premises without any manner of hindrance from Lessor or any person claiming said Premises. Should the Lessor make a bona fide sale or transfer of the Premises, then the liability of the Lessor under this covenant shall cease from the date of such sale or transfer and the new owner shall be deemed to have assumed this covenant.

26. **ORDINANCES AND LAWS.** Lessee shall use the leased premises in compliance with all laws and ordinances now or hereafter applicable and will comply with all laws, rules, orders, regulations and requirements of any governmental department or agency at its own cost and expense.

27. **ENTIRE AGREEMENT.** This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Lessor to exercise any power given the Lessor hereunder, or to insist upon strict compliance by the Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Lessor's right to demand exact compliance with the terms hereof.

28. **ATTORNEY'S FEES.** If it should become necessary for either party to enforce any covenant, agreement, or condition of this lease by legal action or to employ an attorney for collection of any money due hereunder, the prevailing party shall be entitled to reasonable attorneys fees, court costs, and other costs of such proceeding as determined by the court.

29. **NOTICES.** All notices required to be given by the parties hereto shall be held to be properly given when delivered to the following named persons at the address shown, to wit:

For Lessor:

Capital City Bank  
115 West Green Street  
Perry, Florida 32347

For Lessee:

Taylor Co, a Political subdivision of the State of Florida  
OBO Florida Third Judicial Circuit Guardian Litem Program  
115 West Green Street  
Perry, FL 32347

The person to whom such notice may be given as above described may be changed from time to time by delivery of written notice thereof to the opposite party. Such changes shall be given in writing to the opposite party designating the person to whom such notices are to be directed.

30. **CANCELLATION.** This lease agreement may be canceled by either party, without reason, by giving ninety (90) days written notice to the other party. Said notice shall be sufficient if delivered personally or by certified mail. In case of cancellation only the amounts accrued to the date of cancellation shall be due and payable.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed in its name by its duly authorized officer and its corporate seal to be affixed the day and year first above written, and the Lessee has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Lessor

CAPITAL CITY BANK

\_\_\_\_\_

(Print/Type Name)

By: \_\_\_\_\_

Angela R. Wilson  
As its, Office Manager

\_\_\_\_\_

(Print/Type Name)

Signed, sealed and delivered  
in the presence of:

Lessee

\_\_\_\_\_

(Print/Type Name)

By: \_\_\_\_\_

\_\_\_\_\_

(Print/Type Name)

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## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:** Application for Use of Right-of-Way

**MEETING DATE REQUESTED:** July 17, 2012

**Statement of Issue** Application for Darrell Bruce Heartsfield to place a floating dock on  
County right-of-way in the Cedar Island basin

#### **Recommended Action**

**Fiscal Impact** None

**Submitted By:** Public Works **Contact:** Andy McLeod

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Mr. Heartsfield already has an unpermitted boat dock in place in  
the Cedar Island basin and wishes to leave the dock in place.

**Options:** Approve or disapprove right-of-way use permit.

**Attachments:** Application for County Right-of-Way use permit

**APPLICATION FOR COUNTY RIGHT-OF-WAY USE PERMIT**

DATED: 06/06/2012

APPLICANT: Darrell Bruce Heartsfield

ADDRESS: 21264 Egrett Lane <sup>Perry FL.</sup> 32348

TELEPHONE NO: 850 578 2154

Applicant requests permission from TAYLOR COUNTY, hereinafter called the "COUNTY", to construct, operate and maintain

A dock for my boat at end of  
pavement on Cedar Island Rd. N Side

1. Applicant declares that prior to filing this Application he has ascertained the location of all existing utilities, both aerial and underground and the accurate locations are shown on the sketches.
2. Applicant has sent a letter of notification to the utilities affected - Yes ( ☒ ) No ( ☐ ).
3. It is expressly stipulated that the granting of this Application is a license for permissive use only and that the placing of utilities upon public property pursuant to approval of this Application shall not operate to create or vest any property right in said holder.
4. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said road/property as determined by the COUNTY, any or all of said poles, wires, pipes, cables or other facilities authorized herein shall be immediately removed from said road or reset or relocated thereon as required by the COUNTY and at the expense of the applicant unless reimbursement is authorized.
5. All work shall meet COUNTY standards and be performed under the supervision of the County Public Works Director or his designee.
6. All materials and equipment may be subject to inspection by the COUNTY.
7. All COUNTY property shall be restored to its original condition as far as practical, in keeping with COUNTY specifications, and in the manner satisfactory to the COUNTY with exception of approved/applied structures contained with the approval of this application.
8. A sketch covering details of this installation/use shall be made a part of this Application.
9. This Applicant shall commence actual construction in good faith within 60 days from the date of said Application approval and shall be completed within 30 days. If the

beginning date is more than 60 days from the date of the Application approval, then Applicant must renew the Application with the County Public Works Director to make sure no changes have occurred in the road/property that would affect the permitted construction.

10. The construction and maintenance of such utility/structure shall not interfere with the property and rights of a prior applicant.

11. Special conditions: **The issuance of this permit does not relinquish any County rights to said right-of-way. This right-of-way will remain open to the public and will not be fenced, gated or otherwise blocked off. This permit does not constitute any obligation on the County to maintain or improve said right-of-way, now or in the future.**

11a. **Culvert pipes installed which exceed 30' in length or culvert pipes which are paved over with concrete, asphalt or other materials will not be subject to maintenance by the County and will be the responsibility of the owner.**

12. Special instructions: **No pavement will be cut. In accordance with Taylor County Land Development Code, Section 42-899, no facilities, buildings, sheds, fences, or other structures may be constructed on County right-of-way unless expressly named in this application and approved by the Taylor County Board of County Commissioners. All utility installations will be in compliance with the State of Florida Department of Transportation Utility Accommodation Guide, latest issue. It will be the responsibility of the permit holder to remove all debris created from site work from County right-of-way and adjacent properties.**

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder, and the holder will, at all times, assume all risk of and indemnify, defend, and save harmless the COUNTY from and against any and all loss, damage, and cost of expenses arising in any manner on account of the exercise of attempted exercises by said holder of the aforesaid rights and privileges.

14. During construction, all safety regulations of the COUNTY shall be observed and the holder must take measures, including placing and display of safety devices that may be necessary in order to safely conduct the public through the project are in accordance with the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

15. The County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work.

16. The Applicant, in consideration of COUNTY, authorizing and granting to Applicant the right, privilege, and license herein requested does upon the approval by COUNTY of this Application, acquit, release, exonerate, and discharge COUNTY, its successors, employees, agents, representatives, attorneys, officers, directors, and assigns, from any and all liability for damages, or harm that might be done to Applicant's said property constructed and maintained by Applicant pursuant to such Application for Utility Construction Authorization and agrees to hold COUNTY harmless from third party claims, except for damages caused to such property of Applicant because of the

negligence or intentional act(s) of COUNTY's said successors, employees, agents, representatives, attorneys, officers, directors, and assigns.

17. In case of non-compliance with the COUNTY's requirements in effect as of the approved date of this Application, this authorization is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the County.
18. This County Right-of-Way Use Permit Application is in accordance with Taylor County Land Development Regulation, Section 12.07.05.

Submitted by: Danell Bruce Heartfield  
Applicant

Bruce Heartfield owner  
Title and Signature

Recommended for approval \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
Director  
Taylor County Public Works

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**


THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LETTER EXPRESSING DISSATISFACTION WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT'S LOCAL EMERGENCY MANAGEMENT AGENCY RANKING/TYPING PROGRAM UNDER DEVELOPMENT (RE-AGENDAED FROM THE 7/2/12 MEETING), AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

**MEETING DATE REQUESTED:**

July 17, 2012

**Statement of Issue:** The Board to approve letter of dissatisfaction with the State's proposed typing program

**Recommended Action:** Approve

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** Dustin Hinkel

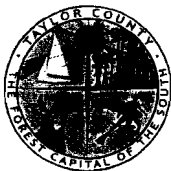
**Contact:** 838-3500 ext 7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** Letter  
Latest Correspondence



## 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

**JACK R. BROWN, County Administrator**  
201 East Green Street  
Perry, Florida 32347  
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(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

July 17, 2012

The Honorable Rick Scott  
Office of the Governor  
The Capitol  
400 S. Monroe St.  
Tallahassee, FL 32399-0001

Dear Governor Scott,

On behalf of the Taylor County Board of County Commissioners, I am writing to convey to you our concern and opposition regarding the proposed Emergency Management Typing/Ranking Program currently under development by the Florida Division of Emergency Management (FDEM).

While we support any effort by FDEM to develop a program to observe and assess the unique needs of each individual county, we ask that FDEM and the Executive Office of the Governor respect the fact that the state of Florida is made up of 67 completely unique counties with the authority and obligation to create and organize a governing body that best meets the needs of its citizens. The ideal assessment would allow the state to determine the level of support that each county may need in emergency situations without the punitive and unnecessary effects of the assignment of grade or rank. Unfortunately, the current project under development is far from ideal and raises serious concerns about its utility, scope, and impact on future collaboration between the counties and state's Division of Emergency Management.

It is our understanding that this program was proposed as a tool for the state and local emergency management (EM) agencies to use for the purpose of assessing capabilities around the state with a goal of enhancing the sharing of information on best practices. After consulting with our Emergency Management Director and reviewing material and communications regarding the proposed program, we do not believe that this program will be an effective vessel for the exchange of information. In fact, we believe that the assignment of a rank (whether the rank is in the form of a type, grade, or number) to a county's EM department, based on the mathematical outcome of a few select and subjective variables, will only hinder the exchange of ideas and best practices in the interest of self-preservation. The EM community in Florida already has many conferences, meetings, training sessions, professional associations, reference materials, email and chat groups, and exercises where ideas and best practices can be exchanged freely without concern for an impact on a department's state rank.

After further review of the list of variables made available to county EM Directors for review and comment on Monday, June 25, we felt an obligation to voice our concerns about the program's equitability and scope. The majority of the revised variables are either well beyond the scope of authority granted to the County's emergency management department, biased towards departments with many staff and large budgets, or too ambiguous to be graded on a binary or normalized ordinal scale.

Variables referring to budget allocations, other department's staffing and operations, and the level of participation of elected and appointed personnel are outside the control of the Emergency Management Director and seem to indicate that FDEM's true intent is to evaluate and assign a rank to the Board of County Commissioners and all its departments. We strongly feel that this is well beyond the scope of the Florida Division of Emergency Management, or any other state agency, and is completely contrary to the principle of home rule. We firmly believe that the government closest to the people governs best because of its ability, and responsibility, to create and adapt an organization that effectively and efficiently meets the needs of its citizens. We would like to assure you that we continuously evaluate every department to ensure the highest level of service is being provided to the citizens and visitors of Taylor County that meets their specific and unique needs.

Even if the program's variables are scaled back to address only factors within the control of the emergency management department, issues of equity will still remain. We ask that FDEM recognize that whatever variables are going to be used to assess county capabilities will become additional mandates on underfunded and understaffed departments. These additional mandates may be contrary to organizational and community priorities and burden the counties' emergency management agencies with decisions on whether to meet the unique needs of their communities or the arbitrary factors of the state's assessment. For example, factors emphasizing the acquisition and stockpiling of resources and staff will penalize counties who find creative solutions to underfunding and understaffing that meet the needs of the organization and community while still maintaining their fiduciary obligations to the taxpayer. At the very least, the record keeping and information tracking required to maintain compliance with the assessment will be additional responsibilities placed on our EM Department that has more to do with satisfying the interests of the state bureaucracy than local citizens.

We appreciate FDEM's effort to assess local capabilities in an effort to better anticipate local needs. We are opposed to a "one-size-fits-all" ranking system. As written, the program is beyond its scope, will have a major negative impact on the exchange of best practices, and cannot possibly be equitable to all 67 counties. We ask that you recognize that the state's local emergency management departments are continuously evaluated by the state for compliance with statutory and grant obligations and by their local boards through internal organizational and customer service processes. Please direct the Florida Division of Emergency Management to develop a proactive program that respects the unique qualities of every county and better promotes information sharing.

Thank you for your consideration.

Sincerely,

Patricia "Pat" Patterson  
Chair, Taylor County Board of County Commissioners

CC:

Senator Bill Montford  
Representative Leonard Bembry  
Jack Brown, County Administrator

## Dustin Hinkel

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**From:** Dustin Hinkel  
**Sent:** Tuesday, July 10, 2012 9:50 AM  
**To:** Jack Brown; Stephen Spradley (stephen.spradley@taylorcountygov.com)  
**Subject:** FW: County EM Typing Project - Update 7-9-2012

FYI... also, 25 metrics outside the scope of work means 25 additional items to meet on top of meeting the scope of work.

## Dustin Hinkel

Assistant County Administrator  
Emergency Management Director  
Taylor County Board of County Commissioners

Office	EOC
201 E Green Street	591 East US Highway 27
Perry, FL 32347	Perry, Florida 32347
850-838-3500 ext 7 Office	850-838-3575 Phone
850-838-3501 Fax	850-838-3523 Fax
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[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)

<http://www.taylorcountygov.com>

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.

**From:** Harris, Alan [mailto:AHarris@seminolecountyfl.gov]

**Sent:** Tuesday, July 10, 2012 9:11 AM

**To:** 'Rosenberg, Evan'; 'Mary Blakeney E.'; 'Anne M. Miller'

**Cc:** 'Alachua County - Dave Donnelly'; 'Baker County - Adam Faircloth'; 'Bay County - Mark Bowen'; 'Bradford County - Brian K. Johns'; 'Brevard County - Kimberly Prosser'; 'Brevard County - Ronald Ricci'; 'Broward County - Charles Lanza'; 'Calhoun County - Don A. O'Bryan'; 'Charlotte County - Wayne Sallade'; 'Citrus County - Capt. Joe Eckstein'; 'Clay County - Chief Lorin Mock'; 'Collier County - Dan E. Summers'; 'Columbia County - Shayne Morgan'; 'DeSoto County - Catherine Furr'; 'Desoto County - Doug Crist'; 'Dixie County - Tim Alexander'; 'Duval County - Billy Estep'; 'Duval County - Martin Senterfitt'; 'Escambia County - John Dosh'; 'FDEM - Bryan Koon'; 'FDEM - Mike Delorenzo'; 'FEPA - Eve Rainey'; 'Flagler County - Tom Harper'; 'Franklin County - Pamela Brownell'; 'Gadsden County - Shawn Wood'; 'Gilchrist County - David Peaton'; 'Gilchrist County - Ron Mills'; 'Glades County - Angela R. Snow'; 'Gulf County - Marshall Nelson'; 'Hamilton County - Henry Land'; 'Hardee County - Jill Newman'; 'Hardee County - Rich Shepard'; 'Hendry County - Lupe Taylor'; 'Hernando County - Cecilia O. Patella'; 'Highlands County - Scott Canaday'; 'Hillsborough County - Preston Cook'; 'Holmes County - Wanda Stafford'; 'Indian River - John King'; 'Jackson County - Rodney Andreasen'; 'Jefferson County - Carol Ellerbe'; 'Lafayette County - Alton Scott'; 'Lake County - Jerry Smith'; 'Lee County - John Wilson'; 'Leon County - Richard Smith'; 'Levy County - Mark Johnson'; 'Liberty County - Rhonda Lewis'; 'Madison County - Tom Cisco'; 'Manatee County - Laurie Feagans'; 'Marion County - Capt Chip Wildy'; 'Martin County - Debra McCaugh'; 'Miami-Dade County - Curt Sommerhoff'; 'Monroe County - Irene Toner'; 'Nassau County - Danny Hinson'; 'Okaloosa County - Randy McDaniel'; 'Okeechobee County - Mitch Meykal'; 'Orange County - Dave Freeman'; 'Osceola County - Richard Halquest'; 'Palm Beach County - Bill Johnson'; 'Pasco County - Annette Doying'; 'Pinellas County - Sally Bishop'; 'Polk County - Pete McNally'; 'Putnam County - Quin Romay'; 'Santa Rosa County - Sheryl Bracewell'; 'Sarasota County - Ed McCrane'; 'St. Johns County - E. R. Ashton'; 'St. Lucie County - Tom Daly'; 'Sumter County - David Casto'; 'Suwannee County - Kimberly Thomas'; Dustin Hinkel; Carl

McAfee; 'Union County - James York'; 'Union County - John Walker'; 'Volusia County - Charlie Craig'; 'Wakulla County - Scott Nelson'; 'Walton County - Capt. Joe Preston'; 'Washington County - Roger Hagan'  
**Subject:** RE: County EM Typing Project - Update 7-9-2012

Evan,

I just want to make certain I understand this. We have three weeks to finish this, and there is still no metrics. The metrics that is proposed appears nowhere on the Scope of Work. There are 25 questions that will rank the entire emergency management program(s) for the State of Florida. We are going to break up the groups into three separate areas and "comparing" fiscally constrained counties? And, all of this is going to get ranked using Survey Monkey? I suggest you relook into this. Start with Survey Monkey and work back.

This is not building a good relationship and strengthening partnerships between the counties and the State of Florida. In fact, this is creating an adversarial relationship. I'm really sorry to see us go down this road.

*Alan Harris, Emergency Manager  
Department of Public Safety  
150 Bush Blvd.  
Sanford, FL 32773*

*Office Phone - 407-665-5017  
Fax Number - 407-665-5036  
[aharris@seminolecountyfl.gov](mailto:aharris@seminolecountyfl.gov)  
[www.prepareseminole.org](http://www.prepareseminole.org)*

**From:** Rosenberg, Evan [<mailto:Evan.Rosenberg@em.myflorida.com>]  
**Sent:** Monday, July 09, 2012 6:11 PM  
**To:** DEM; County Emergency Management Directors; Mary Blakeney E.  
**Subject:** County EM Typing Project - Update 7-9-2012

Good afternoon everyone! Below please find a status update for last week in regard to the County EM Typing Project.

Last week we did manage to hold a Working Group conference call, despite the ongoing T.S. Debby response. On this call we discussed two issues: what metrics will be used in the typing/ranking exercise, and how will we group counties together for comparison.

In regard to the question of which metrics will be used, the State put forward a list of 25 metrics (from the list of 39 that received positive feedback from the responses returned) that seem to go beyond what is currently called for on the Scope of Work. If adopted, this method would show what individual counties are doing beyond the bare minimum needed to obtain EMPG/EMPA funding from the State. No final decision has been made on using this methodology, and pushing this out to the group has stirred some comments from Working Group members.

In regard to the question of how to group counties together for comparison, the State put forward a simple small/medium/large grouping that utilized natural breakpoints between population figures, instead of just bunching counties into 3 groups with 1/3 of the counties in each group. The proposed grouping also seems to ensure that (with one exception) fiscally constrained counties are compared against each other. Again, no final decision has been made on using this methodology, but pushing this out to the group did not stir many comments from Working group members.

Outside of the Working Group, State staff has been investigating ways of obtaining survey data from the counties, and has begun to evaluate a simple software tool – "Survey Monkey" – which is a free application available on the web.

That is what was worked on this past week. The Working Group is trying to find a time for at least one more conference call before the FEPA conference next week.

Evan Rosenberg, J.D., M.S.P.,  
Deputy Bureau Chief, Recovery  
Florida Division of Emergency Management  
Office: (850) 487-2293  
Mobile: (850) 528-7526  
**www.FloridaDisaster.org**

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\*\*\*\*Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law. \*\*\*\*

## **LOCAL STATE OF EMERGENCY DECLARATION**

### **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA EXTENDING THE DECLARED STATE OF LOCAL EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE TAYLOR COUNTY EMERGENCY MANAGEMENT DIRECTOR TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION.

WHEREAS, **TROPICAL STORM DEBBY** made landfall near Steinhatchee, FL, on Tuesday, June 26, and the County continues to respond to the issues caused by rising river levels due to high rainfall accumulations regionally;

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments;

WHEREAS, a State of Local Emergency for Tropical Storm Debby was declared on June 24;

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to;

1. Performance of public work and taking whatever action is Necessary to ensure the health, safety and welfare of the Community.
2. Entering into contracts
3. Incurring obligations
4. Employment of permanent and temporary workers
5. Utilization of voluntary workers
6. Rental of equipment
7. Acquisition and distribution with or without compensation of Supplies, materials and facilities.
8. Appropriation and expenditure of public funds.

WHEREAS, Section 501.106, Florida Statutes prohibits price gouging in a declared State of Emergency.

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

SECTION I

A State of Local Emergency is hereby declared for all of Taylor County, for a period of seven (7) days, but may be extended as necessary, in 7 day increments.

SECTION II

Procedures and formalities otherwise required by law pertaining to actions enumerated by items one through eight herein is hereby waved for the duration of this declaration.

SECTION III

The Taylor County Emergency Management Director is hereby authorized and directed to take whatever prudent actions as may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

SECTION IV

This Resolution shall become effective immediately upon its adoption.  
Resolved this 17<sup>th</sup> day of July, 2012.

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PATRICIA "PAT" PATTERSON, Chairperson  
BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

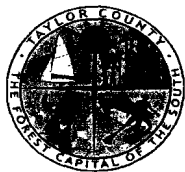
ATTEST:

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ANNIE MAE MURPHY  
Clerk of Court

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A RESOLUTION URGING THE FEDERAL GOVERNMENT, THE U.S. DEPARTMENT OF AGRICULTURE, AND THE U.S. FOOD AND DRUG ADMINISTRATION TO BAN THE USE OF "PINK SLIME" IN MEAT PRODUCTS, OR AT THE VERY LEAST, REQUIRE THAT MEAT PRODUCTS CONTAINING "PINK SLIME" INCLUDE LABELS THAT CLEARLY INDICATE THAT THE MEAT CONTAINS THE FILLER, AS AGENDAED BY PAT PATTERSON, COMMISSIONER.

**MEETING DATE REQUESTED:**

July 17, 2012

**Statement of Issue:** The Board to consider approval of a resolution

**Recommended Action:** Approve

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** Commissioner Pat Patterson

**Contact:** 838-3500

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** Resolution

## **Resolution**

**RESOLUTION URGING THE FEDERAL GOVERNMENT, THE UNITED STATES DEPARTMENT OF AGRICULTURE, AND THE UNITED STATES FOOD & DRUG ADMINISTRATION TO BAN THE USE OF "PINK SLIME" IN MEAT PRODUCTS, OR AT THE VERY LEAST, REQUIRE THAT MEAT PRODUCTS CONTAINING "PINK SLIME" INCLUDE LABELS THAT CLEARLY INDICATE THAT THE MEAT CONTAINS THE FILLER; URGING THE FLORIDA LEGISLATURE TO BAN THE USE OF MEAT PRODUCTS CONTAINING "PINK SLIME" IN FOOD THAT THE STATE OF FLORIDA PREPARES OR SERVES; URGING THE OTHER COUNTIES IN THE STATE OF FLORIDA TO BAN THE USE OF MEAT PRODUCTS CONTAINING "PINK SLIME" IN FOOD THAT THE COUNTY PREPARES OR SERVES**

**WHEREAS**, the meat industry is adding low-grade beef trimmings, known in the industry as "lean finely textured beef" and now widely known as "pink slime," to most ground beef as an expensive filler; and

**WHEREAS**, the low-grade beef trimmings come from the parts of the cow most likely to harbor pathogens, often close to the hide, which is highly exposed to fecal matter; and

**WHEREAS**, "pink slime" was once only used in dog food and cooking oil; and

**WHEREAS**, "pink slime" is made by gathering waste trimmings, such as fatty beef byproducts and connective tissue, simmering them at low heat so the fat separates easily from the muscle, and spinning the trimmings using a centrifuge to complete the separation; and

**WHEREAS**, the beef trimmings mixture is then sent through pipes where it is sprayed with ammonia gas to kill bacteria; and

**WHEREAS**, the process is completed by packing the filler into bricks, freezing and shipping it to grocery stores and meat packers, where it is added to most ground beef; and

**WHEREAS**, several United States food manufacturers, including ConAgra Foods Inc., Sara Lee Corporation, and Kraft Foods Inc., publicly stated in early 2012 that they do not use "pink slime" in their meat products; and

**WHEREAS**, Costco Wholesale Corporation, Publix, Whole Foods Market, and H-E-B also announced in March 2012 that they do not sell meat products containing low-grade ammonia treated filler; and

**WHEREAS**, in March 2012 Safeway, SUPERVALU, Kroger, and Food Lion announced that they will no longer carry meat products containing "pink slime" due to customer concerns; and

**WHEREAS**, McDonald's Taco Bell, and Burger King announced in early 2012 that their meat products will no longer contain "pink slime;" and

**WHEREAS**, the United States Department of Agriculture announced in March 2012 that the beginning in fall 2012, the United States National School Lunch Program will allow participating school districts to decide whether or not to purchase ground beef containing "pink slime;" and

**WHEREAS**, the United States Department of Agriculture announced in April 2012 that it agreed to allow voluntary labeling of meat products containing "pink slime;" and

**WHEREAS**, the United States Department of Agriculture has never and currently does not require the labeling of meat products containing "pink slime;" and

**WHEREAS**, this Board would like to acknowledge the consumer concerns regarding the low-grade ammonia treated filler,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA**, that this Board:

1. Urges the Federal government, the United States Department of Agriculture, and the United States Food & Drug Administration to ban the use of "pink slime" in meat products, or at the very least, require that meat products containing "pink slime" include labels that clearly indicate that the product contains the ammonia treated filler.
2. Urges the Florida Legislature to ban the use of meat products containing "pink slime" in food that the State of Florida prepares or serves.
3. Urges the other sixty-six (66) counties in the State of Florida to ban the use of meat products containing "pink slime" in food that the county prepares or serves.
4. The Clerk of the Board is directed to transmit certified copies of the resolution to the Governor, Senate President, House Speaker, the Chair and members of the Taylor County State Legislative

Delegation, members of the Florida Congressional Delegation, the United States Secretary of Agriculture, and the Commissioner of the United States Food & Drug Administration.

**PASSED** in regular session this 17th day of July, 2012.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_

Patricia Patterson, Chairman

ATTEST: \_\_\_\_\_

ANNIE MAE MURPHY, Clerk