

**SUGGESTED AGENDA**

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

**MONDAY, OCTOBER 1, 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

**THE BOARD TO RECEIVE PRESENTATIONS FROM THE FOLLOWING TWO  
(2) FIRMS VYING FOR AIRPORT CONSULTING FIRM:**

- PASSERO ASSOCIATES, LLC  
  
JACKSONVILLE, FL 32218
- AVCON, INC.  
  
NICEVILLE, FL 32578

**AWARDS/RECOGNITION:**

4. REPRESENTATIVES OF AUCILLA SOLID WASTE TO APPEAR TO PRESENT REBATE CHECK TO THE BOARD, AS AGENDAED BY COMMISSIONER MALCOLM PAGE.

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))

5. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION  
CONFIRMING THE FEE SCHEDULE FOR THE TAYLOR COUNTY  
HEALTH DEPARTMENT FOR FY 2012/2013. (AGENDAED 9/17/12)
6. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A PRE-  
DISASTER CONTRACT WITH O'BRIENS RESPONSE MANAGEMENT,  
INC., FOR DEBRIS REMOVAL MONITORING SERVICES, AS  
AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.
7. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FY 2012  
STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) AWARD  
LETTER, AS AGENDAED BY THE EM DIRECTOR.
8. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A  
PROPOSED TASK ORDER WITH CAUSSEAU, HEWET, AND  
WALPOLE, INC., TO PROVIDE CONSTRUCTION ENGINEERING AND  
INSPECTION SERVICES FOR THE WIDENING/RESURFACING OF  
PAUL POPPELL ROAD, FROM WOODS CREEK ROAD TO SLAUGHTER  
ROAD, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A T-  
HANGAR LEASE AGREEMENT RENEWAL AT PERRY-FOLEY AIRPORT  
FOR WILLIAM KUERSTEINER, AS AGENDAED BY MELODY COX,  
GRANTS COORDINATOR.
10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF  
CERTIFICATE OF ACCEPTANCE FOR THE 2012-2013 FDLE  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

11. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON AMENDMENT 1. TO THE WORK SQUAD 714 CONTRACT WITH THE DEPARTMENT OF CORRECTIONS (DOC), EXTENDING THE CONTRACT THROUGH NOVEMBER 3, 2013, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

12. THE BOARD TO RECEIVE BIDS FOR THE REHABILITATION OF A SINGLE FAMILY HOME IN TAYLOR COUNTY THROUGH THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
13. THE BOARD TO RECEIVE BIDS FOR THE REHABILITATION OF A SINGLE FAMILY HOME IN TAYLOR COUNTY THROUGH THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
14. THE BOARD TO RECEIVE REQUEST FOR PROPOSALS (RFPS) FOR TAYLOR COUNTY CLOSED LANDFILL COMPLIANCE MONITORING SERVICES, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
15. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:25 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPEAL FILED BY DEKLE, JULIE AND CATHERINE STANLEY, ON A DECISION MADE BY THE TAYLOR COUNTY PLANNING BOARD, WITH REGARDS TO BOAT REPAIR AND PARKING ON THE RIGHT-OF-WAY ON VAUGHN LANE IN STEINHATCHEE.

HOSPITAL ITEMS:

16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, AS AGENDAED BY DOCTORS' MEMORIAL HOSPITAL (DMH) EMERGENCY MEDICAL SERVICES (EMS).
17. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE BOARD AND DMH, TO SELL FUEL TO DMH FOR THE OPERATION OF THE AMBULANCES.

18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN AGREEMENT BETWEEN THE BOARD AND DMH, TO PROVIDE HEALTH CARE SERVICES FOR PRISONERS AT A 40% DISCOUNT RATE.

PUBLIC REQUESTS:

19. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION APPROVING TAYLOR COUNTY AS AN AREA OF OPERATION FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY, AS AGENDAED BY RICHARD LOTT, BOND COUNSEL TO THE AUTHORITY.
20. THE BOARD TO REVIEW APPLICATIONS FOR APPOINTMENT TO THE BIG BEND WATER AUTHORITY BOARD OF DIRECTORS, AND APPOINT ONE (1) INDIVIDUAL, AS AGENDAED BY MARK REBLIN, BIG BEND WATER AUTHORITY.

COUNTY STAFF ITEMS:

21. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN EMS COUNTY GRANT APPLICATION, RESOLUTION, AND REQUEST FOR GRANT FUND DISTRIBUTION TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF HEALTH EMS COUNTY GRANT PROGRAM, ON BEHALF OF DMH, AS AGENDAED BY THE GRANTS COORDINATOR.
22. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A REQUEST TO HOLD A PUBLIC HEARING ON TUESDAY, OCTOBER 16, 2012, TO CONSIDER A RIGHT-OF-WAY ABANDONMENT APPLICATION TO CLOSE A PORTION OF PINE ISLE DRIVE AT KEATON BEACH, AS AGENDAED BY DANNY GRINER, COUNTY BUILDING OFFICIAL.
23. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A REQUEST TO TRANSFER \$20,000 FROM RESERVES FOR CONTINGENCY TO THE COUNTY JAIL BUDGET TO PAY FOR YEAR-END BUDGET OVERAGES FOR INMATE MEDICAL CARE, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

GENERAL BUSINESS:

24. THE BOARD TO SELECT A FIRM, VIA A COIN FLIP, TO PROVIDE PROGRAM ADMINISTRATION SERVICES FOR THE FFY 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND RELATED SERVICES, FROM JORDAN & ASSOCIATES AND GUARDIAN COMMUNITY RESOURCES MANAGEMENT, INC., WHICH TIED IN RFP SCORING.

COUNTY ADMINISTRATOR ITEMS:

25. THE BOARD TO DISCUSS OPTIONS AND CONSIDER APPROVAL OF RENEWAL QUOTES FOR INMATE MEDICAL INSURANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
26. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
27. THE BOARD TO CONSIDER PAYMENT OF INVOICE FOR EMS SERVICES FOR SEPTEMBER, 2012, AS SUBMITTED BY DMH.

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.

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## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

REPRESENTATIVES OF AUCILLA SOLID WASTE TO MAKE A  
PRESENTATION OF A REBATE CHECK TO THE BOARD.



**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:** THE BOARD TO RECEIVE A REBATE CHECK

**Recommended Action:** ACCEPT

**Fiscal Impact:** REBATE

**Budgeted Expense:** NO

**Submitted By:** MALCOLM PAGE, COMMISSIONER

**Contact:** 838-3500x7

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

**History, Facts & Issues:**

**Options:** APPROVE/DISAPPROVE

**Attachments:**

Upon motion of Commissioner \_\_\_\_\_, with second by Commissioner \_\_\_\_\_, and by unanimous vote, the Board adopted the following

Resolution:

RESOLUTION

WHEREAS, the Taylor County Board of County Commissioners are required, pursuant to Chapter 154.06(1) F.S., to establish fees for primary care services offered by the Taylor County Health Department, and

WHEREAS, this schedule of fees has been presented and reviewed by the Taylor County Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED, that the Taylor County Board of County Commissioners do hereby confirm and adopt the fees on "Schedule A", attached hereto, for the Taylor County Health Department. Said fee schedule shall be effective October 1, 2012 and in force and effect until changed by Resolution of the Taylor County Board of County Commissioners.

DONE AND ORDERED in regular session at Perry, Florida, this \_\_\_\_\_ day of October, 2012.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

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

PATRICIA PATTERSON, Chairman



ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

**2012-2013 FEE SCHEDULE  
TAYLOR COUNTY HEALTH DEPARTMENT**

Chest X-Ray (non-Tuberculosis related)	.....	\$75.00
Tuberculosis Skin Test	..... 86580	\$20.00
Colposcopy	.....	\$100.00
Women's Health Screening (In conjunction with Doctors' Memorial)	.....	\$75.00
Men's Health Screening	.....	\$30.00

Car Seat Ticket Class	.....	\$10.00
Parenting Classes (Non-Healthy Start Clients)	.....	Maximum \$50 Per Person
Smoking Cessation Classes	.....	Maximum \$50 Per Person
General Health Education Classes (Materials + Per Person Fee)	.....	Maximum \$50 Per Person
Domestic Violence Education Classes	.....	Maximum \$50 Per Person
Healthy Workplace Education Classes	.....	Maximum \$50 Per Person
Health Education Classes	.....	Maximum \$50 Per Person
Other Classes Developed Based on Individual Requests and/or Needs	.....	Maximum \$50 Per Person
Implanon or Other IUD Rod Removal/Insertion	.....	Current CBR*
Copy of Medical Records for Entities as Described in FAC64B8-10.003	.....	\$1.00 for 1st 25 pages; additional pages \$0.25 each
Patient Copy of Medical Records	.....	\$0.25 Per Page

		NEW PATIENT	ESTABLISHED PATIENT
Established Brief/ Limited Office Visit	..... 99211	\$21.00	\$21.00
New Problem/Established Problem Visit	..... 99202/99212	\$73.00	\$42.50
New-Expanded Problem/Established Expanded Problem Visit	..... 99203/99213	Current CBR*	\$80.00
New-Detailed Problem/Established Detailed Problem Visit	..... 99204/99214	Current CBR*	\$104.50
Family Planning-Initial/Annual Exam;	..... (99XXX), (58300)	Current CBR*	Current CBR*
Family Planning Problem Focused	..... 99212	N/A	\$38.00
Family Planning Supply Visit	..... 99211	\$21.00	\$21.00
Family Planning Counseling Visit	..... 99403	Current CBR*	Current CBR*
Child & Adult Physical Exam	.....	Current CBR*	Current CBR*
Laboratory Tests	.....	Cost + \$20 admin fee	Cost + \$20 admin fee
Adult Work Physicals	.....	\$35.00	\$35.00
Athletic Physicals/School Physicals	.....	\$35.00	\$35.00

All childhood immunizations ages 0-18	.....	No Charge
Hepatitis A Vaccine (per injection) - Adult	.....	\$97.00
Hepatitis B Vaccine (per injection)- Adult	.....	\$89.00
Influenza High Dose for Population 65 Years of Age or Older (Flu shot)	..... 90662	\$50.00
Influenza Low Dose for Population under 65 Years of Age (Flu shot)	.....	\$30.00
MMR vaccine - Adult	.....	\$79.00
Pneumonia vaccine	.....	\$86.00
Rabies Vaccine	.....	Cost + \$20.00 Admin
TDAP	.....	\$49.00
Tetanus/TD - Adult	.....	\$39.00
HPV	.....	\$163.00
Other client requested vaccines	.....	Cost + \$20.00 Admin

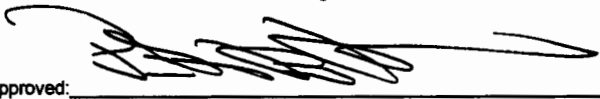
Certified copy of death certificates, each	.....	\$10.00
Certified copy of birth certificates, first copy	.....	\$12.50
Each additional copy	.....	\$8.00

These fees are in addition to State Environmental Health Fees	
Water samples (collected and delivered to TCHD)	\$30.00
Water samples (collected by TCHD staff) 1st sample	\$60.00
Water samples (collected by TCHD staff) 2nd sample at same time	\$74.00
Lab fee for testing low risk animals- Rabies	\$150.00
Surcharge fee for site evaluation for septic tank	\$20.00
Surcharge fee for septic tank application	\$10.00
City Residents: Per City of Perry utility inspection	\$50.00
All other Environmental Health fees are mandated by the State of Florida and cannot be revised by this office.	

\*Current CBR- Current Medicaid Cost Based Reimbursement Rate

Increased to meet the Centers for Medicare & Medicaid Services Allowable Reimbursement Rate

Chairman's Signature

Approved: 

Date 9/17/12

Effective Date Signed By Chairman

**2012-2013 DENTAL FEE SCHEDULE TAYLOR COUNTY HEALTH DEPARTMENT**

Periodic Exam	D0120	\$30.00	\$15.00
Limited/Emergency Exam	D0140	\$50.00	\$25.00
Oral Evaluation (under age 3)	D0145	\$30.00	\$15.00
Comprehensive Exam	D0150	\$30.00	\$15.00
Full Mouth X-ray	D0210	\$60.00	\$30.00
Periapical, first film	D0220	\$16.00	\$8.00
Periapical, additional films	D0230	\$10.00	\$5.00
Bitewing, single film	D0270	\$16.00	\$8.00
Bitewing, two films	D0272	\$30.00	\$15.00
Bitewing, four films	D0274	\$40.00	\$20.00
Adult Prophyl	D1110	\$70.00	\$35.00
Child Prophyl	D1120	\$60.00	\$30.00
Fluoride (child)	D1203	\$20.00	\$10.00
Fluoride (mod. to high cares)	D1206	\$20.00	\$10.00
Oral hygiene instruction	D1330	\$10.00	\$5.00
Sealant, per tooth	D1351	\$20.00	\$10.00
Scaling & root planing per quad	D4341	\$90.00	\$45.00
Scaling & root planing, 1-3 quad	D4342	\$60.00	\$30.00
Gross debridement	D4355	\$70.00	\$35.00
Amalgam 1-surf prim or perm	D2140	\$70.00	\$35.00
Amalgam 2-surf prim or perm	D2150	\$80.00	\$40.00
Amalgam 3-surf prim or perm	D2160	\$90.00	\$45.00
Amalgam 4-surf prim or perm	D2161	\$100.00	\$50.00
Resin 1-surf anterior	D2330	\$80.00	\$40.00
Resin 2-surf anterior	D2331	\$90.00	\$45.00
Resin 3-surf anterior	D2332	\$100.00	\$50.00
Resin 4-surf anterior	D2335	\$110.00	\$55.00
Resin 1-surf posterior	D2391	\$80.00	\$40.00
Resin 2-surf posterior	D2392	\$90.00	\$45.00
Resin 3-surf posterior	D2393	\$100.00	\$50.00
Stainless steel crown	D2930	\$140.00	\$70.00
Sedative filling	D2940	\$60.00	\$30.00
Extraction, deciduous	D7111	\$50.00	\$25.00
Extraction	D7140	\$70.00	\$35.00
Surgical extraction	D7210	\$150.00	\$75.00
Incision and drainage	D7510	\$70.00	\$35.00

Effective Date Signed By Chairman

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A PRE-DISASTER CONTRACT WITH O'BRIENS RESPONSE MANAGEMENT, INC FOR DEBRIS REMOVAL MONITORING SERVICES, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR (BID COMPETITIVELY SOLICITED AND AWARDED AT AUGUST 6 MEETING)

**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:** THE BOARD TO CONSIDER APPROVING THE PRE-DISASTER CONTRACT FOR SERVICES

**Recommended Action:** APPROVE

**Fiscal Impact:** VARIABLE DEPENDING ON SCOPE AND SCALE OF A DISASTER. THE CONTRACT REQUIRES NO FUNDS UNTIL A NOTICE TO PROCEED IS ISSUED BY THE BOARD.

**Budgeted Expense:** NO (COSTS AND TIMING CANNOT BE BUDGETED)

**Submitted By:** DUSTIN HINKEL, EM DIRECTOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** MAINTAINING PRE-DISASTER CONTRACTS FOR DEBRIS MANAGEMENT AND MONITORING IS A BEST PRACTICE THAT AIDS COMMUNITIES TO RESPOND AND RECOVER FASTER FROM DISASTERS AND RECOUP THE MAXIMUM AMOUNT OF REIMBURSABLE FUNDS.

**Options:** APPROVE/DISAPPROVE/EDIT

**Attachments:** CONTRACT  
BISHOP REVIEW LETTER

September 14, 2012

VIA E-MAIL

Mr. Dustin Hinkel  
% County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: O'Brien Draft Agreement

Dear Dustin:

I have reviewed the above Agreement and it appears that they have complied with my e-mail to you of August 20, 2012.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

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

September 13, 2012

**Mr. Steve Spradley**  
**TAYLOR COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT**  
**591 East US Highway 27**  
**Perry, Florida 32347**

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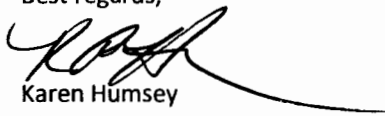
Re: Services Contract – O'Brien's Response Management Inc. –Disaster Debris Monitoring and Grant Consulting Services

I have enclosed two (2) sets of signed originals of the above referenced contract and a copy of our COI for your final approval and signature. Please return one (1) set of the executed contract back to our office at the following address:

O'Brien's Response Management Inc.  
2200 Eller Drive  
Fort Lauderdale, FL 33316  
Attn: Karen Humsey

If you have questions, I can be reached at the number below or email, [Karen.Humsey@obriensrm.com](mailto:Karen.Humsey@obriensrm.com).

Best regards,



Karen Humsey  
O'Brien's Response Management Inc.  
954-627-5287

## DISASTER DEBRIS MONITORING & GRANT CONSULTING SERVICES CONTRACT

This Disaster Debris Monitoring and Grant Consulting Contract (the "Contract") is entered into by and between **Taylor County, Florida** (the "Client") and **O'Brien's Response Management Inc.** ("O'Brien's" or "Contractor"), each of which may be referred to individually as "Party" or collectively as the "Parties."

The Parties agree to the following:

1. **Services.** During the Term (as defined herein), and as requested by Client, the Contractor shall provide those services listed on Attachment A, which is attached and incorporated herein (the "Services"). The Services shall be invoiced on an hourly basis, in accordance with the rates in Attachment B, which is attached and incorporated herein.
2. **Term.** The term of this Contract shall commence on the effective date as specified on the signature page ("Effective Date"), and shall be in effect for a period of three (3) years, unless otherwise terminated earlier as provided herein ("Term"). At the end of the Term, the Client may renew the Contract for up to two (2) renewal terms of (1) year each.
3. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, nor shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.
4. **Insurance.** During the Term, Contractor agrees to obtain or maintain at least \$1,000,000 worth of liability insurance coverage to insure the responsibilities assumed herein, and shall upon request by Client, provide Certificates of Insurance evidencing such coverage. Contractor agrees to list Client on all insurance policies as "additionally insured".
5. **Notice.** All notices from the Contractor to the Client, or from Client to the Contractor must be in writing, and, shall be deemed duly served if mailed by U.S. mail, e-mailed, or faxed to the other Party at the following:

### **Client**

Taylor County Board of County Commissioners  
Dustin Hinkel  
201 E Green St  
  
Perry, Florida  
32347  
Tel: 850.838.3500x7  
Fax: 850.838.3501  
admin.assist@taylorcountygov.com

### **Contractor**

O'Brien's Response Management Inc.  
Keith Forster, CFO  
2929 East Imperial Highway  
Suite 290  
Brea, California  
92821  
714.577.2100  
714.577.2118  
keith.forster@obriensrm.com

The Parties may change the above addresses or fax numbers at any time upon giving the other Party written notice.

7. **Compensation.** The Contractor shall provide an invoice ("Invoice") to Client on a monthly basis that shall include the Services rendered, and the expenses incurred for Contractor's personnel who are rendering Services. The compensation for Services shall be in accordance with the rates in Attachment B. The Client shall pay Contractor no later than 30 days from the receipt of the Invoice. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The Client may request, and the Contractor shall provide to the Client, any information that is reasonable and necessary to verify any Services rendered under the Contract.

8. **Termination.**

8.1 **For Cause.** The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period of time. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause.** Either Party may terminate this Contract without cause by providing the other Party with thirty (30) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. **Indemnification/Liability.**

9.1 Contractor shall indemnify, defend, and hold harmless the Client, from losses or damages arising out of personal injury or property damage claims resulting from Contractor's negligence, or acts or omissions, in performing the Services. Contractor shall not indemnify for that portion of any losses or damages caused by the gross negligence or willful misconduct of Client.

9.2 In no event shall either Party shall be liable to the other for any special, indirect, exemplary, punitive, or consequential damages, including lost data or records, even if a Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

10. **Force Majeure.** The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had

reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. **Contingency.** Pursuant to the terms and conditions of this Contract, Contractor shall provide Services to the County in accordance with federal, state, and local laws, rules, and regulations, FEMA Policy and Guidance, and FHWA requirements including those requirements in Attachment D, which is incorporated herein. The payment for Services shall not be contingent upon any funding amount approved, or provided by, FEMA or FHWA to the County.

12. **General Provisions.**

12.1 **Agreement.** This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.

12.2 **Assignment** Neither Party of this Contract without the express written consent of the other.

12.3 **Governing Law/Venue.** This Contract shall be governed by, and construed in accordance with Florida law. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Taylor County, Florida.

12.4 **Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.

12.5 **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties.

12.6 **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.7 **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.8 **Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

TAYLOR COUNTY, FLORIDA

O'BRIEN'S RESPONSE MANAGEMENT INC.

By: Patricia Patterson

By: R.S. BRANHAM

Title: Chair, Taylor County Board  
Of County Commissioners

Title: EXECUTIVE VICE PRESIDENT

Signature: \_\_\_\_\_

Signature: 

Effective Date: \_\_\_\_\_

## ATTACHMENT A SERVICES

### **A. DISASTER DEBRIS MONITORING SERVICES**

The Contractor will provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the County.

Specific services include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. Support with the selection and permitting of TDSRS locations and other permitting/regulatory issues as requested.
- c. Scheduling work for team members and contractors on a daily basis.
- d. Include as necessary county representatives or employees as team members to accompany contractor monitors in the field.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the County with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. As part of contractor vehicle certification monitor will verify truck capacities and recertify on a regular basis.
- j. Verifying contractor completed work, including type of debris collected, amount of debris collected and the original collection location.
- k. Complete and physically control load tickets in both monitoring towers and in the field.
- l. Ensure that trucks are accurately credited for their load and ensure that they are not artificially loaded to maximize reimbursement.
- m. Ensure that hazardous waste is not mixed in with loads.
- n. Inspect all trucks to ensure that all debris is removed from trucks at the DMS.
- o. Ensured that daily loads meet permit requirements.

- p. The monitor will validate hazardous trees, including hangers, leaners, and stumps and provide appropriate documentation forms.
- q. Entering load tickets into a database application.
- r. Digitization of source documentation (such as load tickets).
- s. Developing daily operational reports to keep the County informed of work progress.
- t. Report if the contractor personnel safety standards are not followed.
- u. Report if general public safety standards are not followed.
- v. Report if improper equipment is mobilized and used.
- w. Development of maps, GIS applications, etc. as necessary.
- x. Monitor site development and restoration of DMS.
- y. Report if debris removal work does not comply with all local ordinances as well as State and Federal regulations.
- z. Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.
- aa. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- bb. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- cc. Reports to include debris collected from curbside and/or collection centers, debris accepted at the DMS and/or final disposition, debris recycled/reduced at the DMS and taken to final disposition, and operation or safety issues.
- dd. Final report and appeal preparation and assistance.

## **B. GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES**

As directed by the County, the consultant shall provide:

- a. Preliminary Damage Assessment (PDA)
- b. Direct Administrative Cost Assistance
- c. Small PW Development
- d. Large PW Preparation

- e. Alternate and Improved Project Funding Consultation
- f. Hazard Mitigation Funding Support
- g. Special Consideration Assistance
- h. Construction Inspection
- i. Grant Administration/Financial Reconciliation Services
- j. Interim Project Inspections
- k. Final Project Inspections
- l. Data Collection and Dissemination
- m. Financial Compliance Review
- n. Insurance evaluation, documentation adjusting and settlement services;
- o. Project Scope Development
- p. Project Cost Estimation and Documentation
- q. Project Payment Requests
- r. Management – Project Cost Reconciliations
- s. Evaluating/Estimating Cost Overruns
- t. Preparing PW Versions for Cost Adjustments
- u. Grant Closeout Services
- v. Audit Assistance/Defense
- w. Appeals Development

### **C. EMERGENCY MANAGEMENT PLANNING AND TRAINING**

As directed by the County, the Consultant shall provide:

- a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review, and revisions.
- b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.

- d. Procurement assistance for debris removal contractors and other services as requested.
- e. Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.
- f. Technical support and assistance in developing public information.
- g. Other training and assistance as requested by the County.
- h. Other reports and data as required by the County.
- i. Other emergency management and consulting services identified and required by the County.

## ATTACHMENT B

### **POSITIONS AND RATES**

O'Brien's Response Management will provide all or some of personnel listed in the tables below on an as needed or requested basis, at the direction of Taylor County, and at these rates. O'Brien's can also provide hazardous materials specialists, environmental engineers, building inspectors, building demolition supervisors, insurance specialists, water-borne debris removal specialists, debris site security guards and other disaster recovery specialists upon request.

#### **Disaster Debris Monitoring**

Positions	Hourly Rate
Project Manager	\$ 72.00
Operations Managers	\$ 56.00
GIS Analyst	\$ 53.00
Environmental Specialist	\$ 63.00
Field Supervisors	\$ 48.00
Data Manager	\$ 53.00
Debris Site / Tower Monitors	\$ 34.00
Crew Monitors	\$ 34.00
Load Ticket Data Entry Clerks (QA/QC)	\$ 28.00
Project Coordinators	\$ 39.00

#### **Grant Application, Administration and Management**

Positions	Hourly Rate
Legislative Affairs Consultant	\$ 115.00
Project Manager	\$ 110.00
Senior Grant Management Consultant	\$ 98.00
Project Engineer	\$ 89.00
Grants Management Consultant	\$ 89.00
Environmental Scientist	\$ 79.00
Grant Management Specialist	\$ 89.00
Grant Management Analyst	\$ 79.00
Field Site Inspector	\$ 79.00
Office / Clerical	\$ 30.00
Hazard Mitigation Specialist	\$ 89.00

## Emergency Management Planning and Training

Positions	Hourly Rate
Project Manager	\$ 115.00
Senior Consultant	\$ 110.00
Emergency Management Consultant	\$ 89.00
Emergency Management Trainer	\$ 89.00
Emergency Management Specialist	\$ 89.00
Emergency Management Analyst	\$ 89.00
Office / Clerical	\$ 30.00

### Notes on Rates

- Travel-related expenses (such as lodging, rental car, M&I per-diems and other costs) will be direct billed to County at actual costs, without markup. Supporting documentation sufficient to support FEMA reimbursement claims will be provided with regular invoices.
- Rates include equipment (cell phones, computers, printers, cameras and GPS units), supplies, labor, overhead, profits, freight, taxes, and required insurance.
- For use of ADMS system utilizing Hand Held Units rather than paper load tickets, additional fees of 15% may apply to hourly rates for Supervisor and Monitor positions (but Load Ticket Data Entry costs will be reduced or eliminated).
- Soil Sampling and Aerial Photography (if required) will be contracted out at local rates and direct billed to the County with no mark-up.
- Training sessions and Emergency/ Disaster Management Plans may also be negotiated at lump sum prices.
- Direct Administrative costs related to eligible FEMA grants management consulting work will be tracked and documented by project to ensure maximum reimbursement by FEMA and other funding agencies.

### ***Pre-Event Services at No Cost***

O'Brien's Response Management Inc. provides a set of no-cost pre-event services designed to orientate ourselves with the client's current level of readiness for a debris generating event and to enhance our combined capabilities through coordination and planning. O'Brien's will (after contract award, negotiations and execution) provide, at no cost to the County, the following services:

- Review current Debris Management and Emergency Management Plans,
- Annual coordination and planning "table top" exercise with debris removal contractors,

- Review current debris-related public information content,
- Review of potential problem areas – golf courses, marinas, parks, mobile home parks, etc.
- Review local ordinances and codes for emergency or disaster debris removal,
- Review and analysis of debris removal contracts and RFP's,
- Assist in review of debris removal and other emergency services proposals,
- Temporary debris management site review and selection consultation,
- Assist with pre-event environmental authorizations for debris management sites,
- Regular updates on current FEMA policy and industry trends,
- Project Manager and other debris and federal disaster program specialists available for phone consultations.

## ATTACHMENT C

### REQUIRED FEDERAL PROVISIONS FOR EMERGENCY RELIEF PROGRAM DEBRIS MONITORING AGREEMENT

**1.0 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department of Transportation determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Agency shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exist, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in project costs in part or in total.

#### **2.0 Records:**

**2.1 Establishment of Maintenance of Accounting Records:** Records of costs incurred under the terms of this agreement shall be maintained and made available upon request to the Agency at all time during the period of this agreement and for five years after the Department of Transportation has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

**2.2 Documentation of Project Costs:** All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

**2.3 Inspection:** The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The Agency reserves the right to unilaterally cancel this agreement for refusal by the Contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

**3.0 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Agency that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Contractor agrees to ensure that DBEs have the opportunity to participate in the performance of this agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance

with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this agreement. Furthermore, the Contractor agrees that each contract signed with a recipient subcontractor must include the following assurance: Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contractor such other remedy as the Agency deems appropriate.

#### **4.0 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**4.1 Equal Employment Opportunity:** In connection with the carrying out of the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**4.2 Title VI - Civil Rights Act of 1964:** The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**4.3 Americans with Disabilities Act of 1990 (ADA):** The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.

**4.4 Restrictions on Lobbying:** The Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The Contractor shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FY 2012 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) AWARD LETTER, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:** THE BOARD TO APPROVE A GRANT AWARD LETTER

**Recommended Action:** APPROVE

**Fiscal Impact:** \$10,923

**Budgeted Expense:** NO (THIS IS A NEW GRANT THAT IS 100% REIMBURSABLE)

**Submitted By:** DUSTIN HINKEL, EM DIRECTOR

**Contact:** 838-3500x7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE COUNTY'S EM DEPARTMENT USES THESE FUNDS FOR DISASTER PLANNING, TRAINING, AND EXERCISING. THE FUNDS ARE 100% REIMBURSABLE.

**Options:** APPROVE/DISAPPROVE

**Attachments:** AWARD LETTER



STATE OF FLORIDA

## **DIVISION OF EMERGENCY MANAGEMENT**

RICK SCOTT  
Governor

BRYAN W. KOON  
Director

September 20, 2012

**SUBGRANTEE:** Taylor County Emergency Management

<b>ISSUE NUMBER</b>	<b>PROJECT TITLE</b>	<b>FINAL ALLOCATION</b>
11	Exercise Program	\$10,923.00

**GRANT PERIOD:** October 1, 2012 – June 30, 2014      **AWARD TOTAL:** \$10,923.00

**FEDERAL GRANT NO:** EMW-2012-SS-00109-S01

**STATE GRANT NO:** Provided Upon Execution

In accordance with the provisions of Federal Fiscal Year 2012 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Sub-grantee a grant in the amount shown above.

**Payment of Funds:** The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The sub-grantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to sub-grantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

**Supplantation:** The Act requires that sub-grantees provide assurance that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

**Conditions:** I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a twenty month (20) period.

## *SPECIAL CONDITIONS*

### **Article I – Financial Guidelines**

1. The grantee and any sub-grantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

#### **A. Administrative Requirements**

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

#### **B. Cost Principles**

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

#### **C. Audit Requirements**

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

### **Article II – Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by Florida Division of Emergency Management and Department of Homeland Security.
2. Recipients must give Florida Division of Emergency Management and Department of Homeland Security access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other

- individuals and information as may be necessary, as required by DHS regulations and other applicable laws or programs guidance.
3. Recipients must submit timely, complete, and accurate reports to Florida Division of Emergency Management and maintain appropriate back up documentation to support the reports.
  4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
  5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Florida Division of Emergency Management and the DHS Office of Civil Rights and Civil Liberties.
  6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the compliant and findings to Florida Division of Emergency Management which will then be forwarded to DHS Component. The United States has the right to seek judicial enforcement of these obligations.

### **Article III – Lobbying Prohibitions**

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S. C. 1352.

### **Article IV – Acknowledge of Federal Funding from DHS**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program (HSGP) guidance and application kit. Also recipients will comply to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

## **Article V – Financial Reports (FDEM Form 1 & 2) Required Quarterly**

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

## **Article VI – Copyright**

Recipients will comply with requirements that publications or other exercise copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing first data produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledge of Government sponsorship (including award number) to any work first produced under an award.

## **Article VII – Use of DHS Seal, Logo and Flags**

Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

## **Article VIII – Activities Conducted Abroad**

Recipients will comply with requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## **Article IX – Fly America Act of 1974**

Recipients will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is

available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article X – GPD – Drug-Free Workplace Regulations**

Recipients will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C 707 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

#### **Article XI – Trafficking Victims Protection Act of 2000**

Recipients will comply with requirements of the government-wide term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim in Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which the funding is provided to a private entity, Section 106(g) of the TVPA, as amended, required the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient – (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR 175.15.

#### **Article XII – Civil Rights Act of 1964**

Recipients will comply with the requirements of the title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation, in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article XIII – Civil Rights Act of 1968**

Recipients will comply with the requirements of Titles VII of the Civil Rights Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwelling, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and

individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators) be designed and constructed with certain accessible features (see 24 CFR 100.201).

#### **Article XIV – American with Disabilities Act of 1990**

Recipients will comply with the requirements of Titles I, II, III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of the public entities, public and private transportation systems, places of the public accommodation, and certain testing entities (42 U.S.C. 12101-12213).

#### **Article XV – Age Discrimination Act of 1975**

Recipients will comply the requirements of the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article XVI – Title IX of the Education Amendments of 1972**

Recipients will comply with the requirements Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

#### **Article XVII – Rehabilitation Act of 1973**

Recipients will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XVIII – Limited English Proficiency**

Recipients will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or

encounters both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

#### **Article XIX – Animal Welfare Act of 1966**

Recipients will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported for commercial sale, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

#### **Article XX – Clean Air Act of 1970 and Clean Air Act of 1977**

Recipients will comply with the requirements of 42 U.S.C. 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintain the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

#### **Article XXI – Protection of Human Subjects**

Recipients will comply with requirements of the Federal regulations at 45 CFR Part 46, which requires recipients to comply with the applicable provisions/law for protection of human subjects for purposes of research. Recipients must also comply with the requirements of DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitutes research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.

#### **Article XXII – National Environmental Policy Act (NEPA)**

Recipients will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supports activities, DHS requires the

environmental aspects of the construction grants (and certain non-construction projects as specified by the Component and Florida Division of Emergency Management) to be reviewed and evaluated before final action on the application.

#### **Article XXIII – National Flood Insurance Act of 1968**

Recipients will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provided for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 663.

#### **Article XXIV – Flood Disaster Protection Act of 1973**

Recipients will comply with the requirements of the Flood Disaster Act of 1973, as amended (42 U.S.C. 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Registry by FEMA.

#### **Article XXV – Coastal Wetlands Planning, Protection, and Restoration Act of 1990**

Recipients will comply with the requirements of Executive Order 1190, which provides that federally funded construction and improvements minimize the destruction, loss or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44CFR Part 9.

#### **Article XXVI – USA Patriot Act of 2001**

Recipients will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. 175-175c. Among other things, it prescribes

criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

#### **Article XXVII – Summary Description of Project**

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events.

#### **ACCEPTANCE FOR THE SUBGRANTEE:**

\_\_\_\_\_  
Signature of Official Authorized to Sign  
for Grantee

\_\_\_\_\_  
Signature of State Administrative  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO APPROVE PROPOSED TASK ORDER WITH CAUSSEAUX, HEWETT & WALPOLE, INC. TO PROVIDE CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR THE WIDENING/RESURFACING OF OF PAUL POPPELL RD FROM WOODS CREEK RD TO SLAUGHTER RD.

**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:**

The Board to approve proposed Task Order No. 2009-001-ENG-11 with Causseaux, Hewett & Walpole, Inc. to provide Construction Engineering & Inspection services for the Paul Poppell Widening/Resurfacing project.

**Recommended Action:**

Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the Paul Poppell Rd Widening/Resurfacing project in an amount not to exceed \$78,750.00.

**Fiscal Impact:**

FISCAL YR 2012/13 - \$78,750.00, NTE

**Budgeted Expense:**

YES

**Submitted By:**

ENGINEERING DIVISION

**Contact:**

COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The Board recently received proposals and will be executing a contract in the amount of \$1,199,989.98 with Old Castle Southern Group, Inc. (d/b/a APAC-Southeast, Inc.) to Widen/Resurface Paul Poppell Rd from Woods Creek Rd to Slaughter Rd. The proposed scope of work will include widening 1.66 miles to a 24 ft paved roadway, stormwater system improvements, and signage and pavement markings, as more fully detailed in the project plans and specifications. Facing a funding shortfall for this project, the Board approved funding the Paul Poppell Rd Project at its September 18, 2012 meeting using remaining FDOT SCRAP funds (\$316,628.35), a to be executed FDOT Supplemental Agreement (\$762,105.00), current fiscal year District 1 paving fund balance (\$90,813.07), and a

portion of the Paving Fund Common account (\$109,283.56). This combination provides sufficient funding for the full construction contract amount along with the Construction Engineering & Inspection proposal provided by CHW, Inc.

As outlined in their proposal and more fully detailed in their attachments, Causseaux, Hewett, & Walpole, Inc. (CHW) has proposed a Task Order to provide Construction Engineering and Inspection (CEI) services to the County under their previously awarded General Engineering Services Contract. That contract was structured to allow for Task Orders to be issued based on the relevant project and the service needed.

Though this Task Order is expected to be a more costly option than providing such services in-house, it is overall more efficient in this instance as it will allow this project to be completed expeditiously while affording Staff the ability to focus on completing design of other active projects. Therefore, Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the Paul Poppell Rd Widening/Resurfacing project in an amount not to exceed \$78,750.00.

**Options:**

- 1) Approve the proposed Task Order.
- 2) Reject the proposed Task Order and state reasons for such denial.

**Attachments:**

Task Order No. 2009-001-ENG-11 proposal



*Focused on Excellence  
Delivered with Integrity*

September 4, 2012

Kenneth Dudley, P.E.  
County Engineer  
Taylor County  
201 E. Green Street  
Perry, Florida 32347

Ref: Paul Poppell Road  
Construction Phase Services  
Taylor County, FL

Dear Kenneth:

We submit this proposal to provide Construction Engineering Inspection services (CEI) based upon your email request for proposal of September 4, 2012. Our proposed scope of services is similar to the services we are providing for the County on other roadway projects. We estimate our total costs based upon the construction schedule provided 130 days to substantial and 150 days total), and our unit prices multiplied by an estimate of our hours or testing component items. The total estimated cost is **\$78,750.00** (\$525/day x 150 days). This fee becomes a NOT-TO-EXCEED FEE and all work will be based on a time and materials basis per our contract fee structure.

The responsibilities of the Causseaux, Hewett, & Walpole, Inc. (CHW) on this project are:

**SCOPE:**

CHW shall be responsible for providing services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. The project for which the services are required is Andrew Reams Road.

CHW shall exercise our independent professional judgment in performing our obligations and responsibilities under this Agreement. Services provided by CHW shall comply with appropriate manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

132 NW 76th Drive  
Gainesville, Florida 32607

Phone: (352) 331-1976  
Fax: (352) 331-2476  
www.chw-inc.com

**LENGTH OF SERVICE:**

CHW's services for this Construction Contract shall begin upon written notification to proceed by the County. For the duration of the project, CHW shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. The anticipated letting schedules and construction times for the project is 150 days total.

**GENERAL:**

It shall be the responsibility of CHW to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. CHW is designated by the County to negotiate and approve Supplemental Agreements that do not effect time or cost. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. CHW shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. CHW shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

**VEHICLES:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of this Agreement. Vehicles shall have the CHW name and phone number visibly displayed on both sides of the vehicle.

**FIELD EQUIPMENT:**

CHW shall supply survey and inspection equipment, and will sub-contract with a testing company to supply testing equipment essential in order to carry out the work under this Agreement, as applicable. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

#### **LICENSING FOR EQUIPMENT OPERATIONS:**

CHW will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. CHW shall make the license and supporting documents available to the County for verification, upon request.

#### **ON-SITE INSPECTION, SAMPLING & TESTING:**

CHW shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents.

CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work. CHW shall be responsible for monitoring the contractor's inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT's procedures.

#### **Specific CEI services are listed below:**

1. MOT, Erosion Control and Preconstruction Conferences: Prepare for and conduct the MOT, Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
2. Administer Periodic Construction Phase Meetings: Prepare the agenda, attend, and conduct meeting every week with County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting, and distribute written minutes to the appropriate parties.
3. Project Administration: Provide project administration and coordinate with the County during the construction phase. Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist others that may be assigned to review project records, payments, reports, etc. Provide ample inspectors, testing laboratory personnel, and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify need for overtime for approval. Manage and coordinate the activities of the testing company under sub-contract services to CHW. Prior to starting work, submit to County a listing of personnel assigned to the project for review and approval. In

addition, a list of persons with emergency phone numbers should always be supplied to the County and be available at any time in the case of an emergency on the project during the course of the construction phase of services. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project construction.

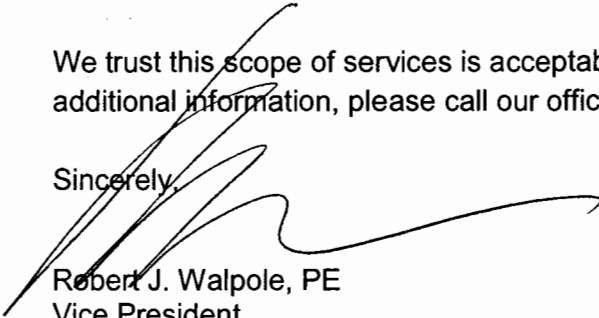
4. Provide Construction Inspection: Provide effective and qualified monitoring of all inspection services being conducted by the contractor's testing personnel. All field technicians must be certified in the applicable FDOT certification workshops listed below:
  - Asphalt Roadway Paving Inspector (full time during paving operations)
  - Earthwork Technician (as needed)
  - SWPPP Certified (as needed)
  - MOT Certified (as needed)
5. Conduct Field Surveys: Monitor contractor's surveying services to verify original, final, as well as progress estimate quantities for payment of all earthwork pay items to the contractor. CHW will review the contractor's established horizontal and vertical control on the project to be utilized for construction layout. CHW will be prepared to justify quantities in case of discrepancies by contractors or the County. Upon request, check construction layout when deemed necessary by the County. CHW shall check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) use such measurements as are necessary to calculate and document quantities, (2) use preconstruction and final cross section surveys from the contractor of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys when requested by the County. The County will establish the specific survey requirements for this project prior to construction, if required.
6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications. Submit Value Engineering Change Proposals to the County for analysis and distribution.
7. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting required by the County are met. CHW shall ensure that all reporting required for 100% reimbursement to the County is properly completed and submit according to FDOT guidelines.

8. Quality Assurance and Testing for Acceptance: The intent is for CHW or its testing company sub-consultant to monitor and oversee the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications, to monitor and oversee documentation of testing by the contractor. Also included as the responsibility of CHW is miscellaneous verification of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the contract document. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
9. Progress Payments: CHW will review the contractor's Progress Payments to verify the quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission to the County to recommend payment. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the County.
10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections are the responsibility of the County Engineer.
11. Distribution of Correspondence: Submit to the County a copy of all correspondence between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:
  - Record of the contractors on the project
  - Their personnel (number and classification)
  - Equipment (number and type or size)

- Location and work performed by each contractor or subcontractor
  - Orders given the contractor
  - Events of note on the project
  - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
  - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
  - Days charged, with explanation if not charged
  - Equipment arriving or leaving the project, idle equipment
  - Any other details that may be important later in the project life
13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the County prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the County for clarification at any time.
14. Final Records: Submit a compilation of project records in the FDOT's standard format to the County (Final Records) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate consultant hours after the project completion with the County for approval.
15. Project Claims: Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
16. Utility Relocation Coordination: Utility relocations are not a part of this contract and are being performed by the respective utility company.
17. Materials Testing Laboratory: Provide designated materials testing laboratory through a qualified sub-consultant for all applicable testing requirements to include asphalt plant testing and concrete strength testing if required.

We trust this scope of services is acceptable. If you have any questions or need additional information, please call our office.

Sincerely,

  
Robert J. Walpole, PE  
Vice President

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## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**TASK ORDER NO.:** 2009-001-ENG-11

**PURCHASE ORDER NO.:** \_\_\_\_\_

(For billing purposes only, to be assigned by COUNTY after execution.)

**PROJECT:** Paul Poppell Road

**COUNTY:** TAYLOR COUNTY, a political subdivision of the State of Florida.

**CONSULTANT:** Causseaux, Hewett & Walpole, Inc.  
6011 NW 1st Place  
Gainesville, FL 32607  
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of June 19, 2009 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated September 4, 2012

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Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within One Hundred Fifty ( 150 ) calendar days.

### METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

☐ Fixed Fee basis

☒ Time basis method with a Not-to-Exceed amount

☐ Time basis method with a Limitation of Funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then CONSULTANT shall perform all work required by this Task Order for the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_. In no event shall CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Seventy Eight Thousand Seven Hundred Fifty DOLLARS (\$ 78,750). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then CONSULTANT is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise the COUNTY whenever CONSULTANT has incurred expenses on this Task Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate CONSULTANT for the actual work performed under this Task Order based on supporting documentation of work performed.

The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

Approve renewal of t-hangar lease agreement at Perry Foley Airport for William Kuersteiner.



**MEETING DATE REQUESTED:**

October 1, 2012

**Statement of Issue:** Board to approve renewal of t-hangar lease agreement at Perry Foley Airport for Mr. Kuersteiner.

**Recommended Action:** Board to approve t-hangar lease agreement for William Cribbs.

**Budgeted Expense:** T-hangars lease for \$160.00 per month plus tax. This lease brings in an annual income of \$1,920.00 to the Airport.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Mr. Kuersteiner currently leases a t-hangar at Perry Foley Airport. This is a renewal of his lease. Mr. Kuersteiner has provided the required insurance documents to airport staff. This lease agreement is the standard agreement approved by the Board August 3, 2009.

**Attachments:** Lease Agreement for William Kuersteiner.



# 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  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

## Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 19 day of Nov, 2012 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and William Kuerschner ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

### 1. **Lease of the Hangar:**

Lessor hereby leases to Lessee Hangar# 2 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: P-30 Blue/White

Registration No. 38760 (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

### 2. **Term:**

The term of this agreement shall commence on the 19 day of Nov, 2012 and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of 160<sup>00</sup> + 12<sup>00</sup> tax = 172<sup>00</sup> per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the change in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11<sup>th</sup>) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

**Aircraft T-Hangar defined.**

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of at least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

**Lessor Requirements.** Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

**5. Obligations of the Lessee:**

- a. Storage: The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. Building Maintenance and Repair: The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. Use of Hangar: T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A,**

**Paragraph C, Preventative Maintenance,** as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.
- e. Environmental Laws:
1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. **Regulatory Review:**

Copies of the above regulations can be viewed at the Airport Manager's office.

6. **Sublease/Assignments:**

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. **Condition of Premises:**

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. **Alterations:**

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. **Insurance:**

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the

Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury - \$50,000 and
- b. Property Damage - \$500,000 per accident.
- c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. **Disclaimer of Liability:**

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. **Default:**

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filled by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

**Governing Law:**

This Agreement shall be construed in accordance with the laws of Florida.

15. **Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. **Use of Airport Facilities:**

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. **Maintenance of Airport Facilities:**

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. **Airspace and Approaches:** Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

AIRPORT MANAGER

BILL ROBERTS

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

William Ruckenstein

8500 SON TOWN

Orlando Bay FL 32346

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof.

Any change or modification must be in writing, signed by both parties.

23. **Severability:**

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this \_\_\_\_\_ day of \_\_\_\_\_, for the purposes stated herein.

Country L. Smith  
Witness

**Causseaux Hewett & Walpole, Inc.**  
By: [Signature]  
Signature

Robert J. Walpole  
Print Name

Title: Vice President

**TAYLOR COUNTY, FLORIDA**

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

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

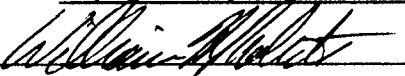
24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.


25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**Lessor: Taylor County Board of County Commissioners, Florida**

By: 

Title: Airport Manager

Lessee:  852 784 8891

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

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Attested by Annie Mae Murphy Clerk of Court

By: \_\_\_\_\_  
County Administrator or  
Chairman of the Board of Commissioners

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve Certificate of Acceptance for the 2012-2013 FDLE Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

**MEETING DATE REQUESTED:**

October 1, 2012

**Statement of Issue:** Board to review and approve Certificate of Acceptance for the 2012-2013 funding cycle of the FDLE JAG grant program. The County has been the lead administrator of this grant for several years on behalf of the Sheriff's Department.

**Recommended Action:** Approve Certificate of Acceptance.

**Fiscal Impact:** The Sheriff's Department will receive \$22,820.50. No cash match is required.

**Budgeted Expense:** Y/N Not applicable. No match required.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** For at least the past twelve years, the County has been the lead administrator for the Sheriff's Department on the FDLE JAG Program grant. The funds are used for the Drug Eradication Task Force for salaries and equipment. The Board approved the grant application at the July 2, 2012 Board meeting. Danny Parker from the Sheriff's Department assists with the administration of this grant.

**Attachments:** Certificate of Participation and support documents.



Florida Department of  
Law Enforcement

Gerald M. Bailey  
Commissioner

Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489  
(850) 617-1250  
[www.fdle.state.fl.us](http://www.fdle.state.fl.us)

Rick Scott, Governor  
Pam Bondi, Attorney General  
Jeff Atwater, Chief Financial Officer  
Adam Putnam, Commissioner of Agriculture

SEP 11 2012

The Honorable Patricia Patterson  
Chairman  
Taylor County Board of Commissioners  
108 North Jefferson Street  
Suite 102  
Perry, FL 32347

Re: Contract No. 2013-JAGC-TAYL-2-D7-008

Dear Chairman Patterson:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 22,820.50 for the project entitled, TAYLOR COUNTY DRUG ERADICATION TASK FORCE. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

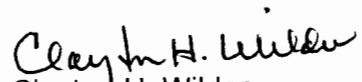
Your attention is directed to the Standard Conditions of the subgrant. Changes were made after your application was received in this office. Therefore, the Standard Conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

The Honorable Patricia Patterson  
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,

  
Clayton H. Wilder  
Administrator

CHW/JP/st

Enclosures

**State of Florida  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308**

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2013-JAGC-TAYL-2-D7-008, in the amount of \$ 22,820.50, for a project entitled, TAYLOR COUNTY DRUG ERADICATION TASK FORCE, for the period of 10/01/2012 through 09/30/2013, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

\_\_\_\_\_  
(Signature of Subgrantee's Authorized Official)

Patricia Patterson, Chairperson

\_\_\_\_\_  
(Typed Name and Title of Official)

Taylor County Board of Commissioners

\_\_\_\_\_  
(Name of Subgrantee)

October 1, 2012

\_\_\_\_\_  
(Date of Acceptance)

**State of Florida  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: Taylor County Board of Commissioners

Date of Award: 9-7-12

Grant Period: From: 10/01/2012 TO: 09/30/2013

Project Title: TAYLOR COUNTY DRUG ERADICATION TASK FORCE

Grant Number: 2013-JAGC-TAYL-2-D7-008

Federal Funds: \$ 22,820.50

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 22,820.50

CFDA Number: 16.738

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Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

## SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder  
Authorized Official  
Clayton H. Wilder  
Administrator

9-7-12  
Date

( ) This award is subject to special conditions (attached).

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Subgrant Recipient

**Organization Name:** Taylor County Board of Commissioners

**County:** Taylor

### Chief Official

**Name:** Patricia Patterson

**Title:** Chairman

**Address:** 108 North Jefferson Street  
Suite 102

**City:** Perry

**State:** FL **Zip:** 32347

**Phone:** 850-838-3500 **Ext:**

**Fax:**

**Email:** ppatterson@taylorcountygov.com

### Chief Financial Officer

**Name:** Annie Murphy

**Title:** Clerk of the Court

**Address:** Post Office Box 620

**City:** Perry

**State:** FL **Zip:** 32348

**Phone:** 850-838-3506 **Ext:**

**Fax:** 850-838-3549

**Email:** cmock@taylorclerk.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Implementing Agency

**Organization Name:** Taylor County Sheriff's Office

**County:** Taylor

### Chief Official

**Name:** L.E. Williams

**Title:** Sheriff

**Address:** 108 North Jefferson Street  
Suite 103

**City:** Perry

**State:** FL **Zip:** 32347-3252

**Phone:** 850-584-4225 **Ext:**

**Fax:** 850-584-7016

**Email:** ellisondm@flcjn.net

### Project Director

**Name:** Ron Rice

**Title:** Chief Investigator

**Address:** 108 North Jefferson Street  
Suite 103

**City:** Perry

**State:** FL **Zip:** 32347

**Phone:** 850-838-3505 **Ext:**

**Fax:** 850-838-3527

**Email:** ricer@flcjn.net

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** TAYLOR COUNTY DRUG ERADICATION TASK FORCE  
**Subgrant Recipient:** Taylor County Board of Commissioners  
**Implementing Agency:** Taylor County Sheriff's Office  
**Project Start Date:** 10/1/2012 **End Date:** 9/30/2013

### Problem Identification

In 1992, The Taylor County Sheriff's Office initiated the Taylor County Drug Eradication Task Force to combat the continual drug problems in Taylor County. This was made possible by federal funding.

The Drug Task Force operates within the 1,052 square mile area-encompassing Taylor County. Taylor County's large area of woodlands makes it a prime area to manufacture cannabis. The County also has many traversable waterways including the Fenholloway River, Econfinia River, Spring Warrior, Aucilla River and the Gulf of Mexico coastline. Additionally, it is believed that waterways are being used to transport marijuana and other controlled substances in Taylor County.

Past investigations have netted crops ranging from 100 to 2,500 marijuana plants per site. Many man-hours were spent on surveillance and organizations of eradication teams on these crops with a limited number of arrests occurring due to the lack of needed personnel. Aerial cannabis eradication operations are limited due to the unavailability of aircraft and funding. Additional resources are being sought to assist in these areas.

Inclement weather, wildfires, and successful eradication efforts in 1996-1997 significantly decreased crop numbers. Although outdoor grow activity declined in Taylor County after 1997, intelligence information indicates an increase not only in the number of indoor grow operations but also in outdoor cannabis crops, especially in heavily wooded areas as well as leased hunting lands. Investigations will be initiated to target and curtail both indoor and outdoor grow activities.

Taylor County continues to have problems with habitual offenders who are in the market of selling crack cocaine. Significant increases in the number of burglaries, thefts, and other drug related crimes can be directly related to the crack epidemic. The drug task force has, in the past couple of years, received numerous complaints from residents in and around small churches concerning crack cocaine sales in these neighborhoods and took immediate action to correct and curtail this activity.

Many man-hours or surveillance and buy operations are conducted to minimize the amount of cocaine being transported in and out of the city and many mid-to-upper level dealers have been incarcerated due to these efforts. However, due to the multi-tier levels of these drug operatives, what were once low-to mid-level dealers, primarily juveniles, have stepped up operations and are now taking the place of those dealers who have been incarcerated.

Although crack cocaine, cannabis and pharmaceutical are the primary drugs of choice for users in Taylor County, investigations have netted drug dealers responsible for introducing Extasy and Crystal Methamphetamine to the area. Confidential informants

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

have been instrumental in locating clandestine labs used to manufacture crystal methamphetamines and drug investigators are seeing a significant increases in sales and distribution of this drug.

Investigative techniques continually change because local dealers are becoming more educated in law enforcement investigation techniques. Through many drug investigations and arrests, a large number of street dealers have been identified as being able to monitor the movement of law enforcement units through the County, hindering the crackdown of both street and homegrown operations.

### Project Summary (Scope of Work)

The Taylor County Sheriff's Office has staff and resources to form the Taylor County Drug Eradication Task Force. The County Drug Investigators are responsible for overseeing all drug related operations involving the Task Force, to include but not limited to, organizing surveillance, gathering confidential information, requesting search warrants, and compiling data to determine drug operations and techniques. Together they work directly with undercover agents and other agency personnel to accomplish their mission.

The Task Force organizes and maintains confidential source files which include paying for information and working with confidential informants. The Task Force concentrates on the eradication of crack and powder cocaine, cannabis, and pharmaceutical drugs any other controlled substance covered under Florida Statue 893. The investigators conduct eradication investigations, which include undercover surveillance, aerial surveillance of cannabis plots, and coastal interdiction. Assistance is provided by the Florida Department of Law Enforcement, The Bureau of Alcohol, Tobacco and Firearms, and the Florida Fish and Wildlife Conservation Commission. The Task Force also conducts investigations targeting street-level, mid-level and high-level drug dealing.

Information gathered by both agencies is compiled, entered onto the computer, and investigations initiated on how informants, dealers, and other acquaintances tie in together to determine if there is any organizational structure to the operations in the area.

This grant will be paying for investigators overtime when needed, supplies, equipment and operating expenses.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3 Performance

### General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Federal Purpose Area:** 001 - Law Enforcement Programs

**State Purpose Area:** A - Accomplishments: Includes any accomplishments during the reporting period.

---

### Activity Description

**Activity:** Marijuana Eradication  
**Target Group:** Drug Offenders  
**Geographic Area:** Rural  
**Location Type:** County-Wide

---

### Objectives and Measures

**Objective:** A1 - Report on program accomplishments

**Measure:** Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

**Goal:** To overseeing all drug related operations involving the surveillance, gathering confidential information and compiling data to determine drug operations, which include eradication investigations, undercover surveillance.

**Objective:** A2 - Report on usage of crimesolutions.gov Website

**Measure:** Part 1

Will you be using the crimesolutions.gov website?

**Goal:** No

**Objective:** A3 - Report on subgrants from grantees other than FDLE

**Measure:** Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? A Grantee can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient.

**Goal:** No

**Measure:** Part 2

If yes, enter grantee organization or agency name.

**Goal:** N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4 Performance

**State Purpose Area:** B - Training: Activities where transferring of skills and knowledge occurs, including training by the organization of its own staff, training by the organization of individuals from other organizations, or training of the organization's staff by others.

### Activity Description

**Activity:** Training  
**Target Group:** Training  
**Geographic Area:** Rural  
**Location Type:** County-Wide

### Objectives and Measures

**Objective:** B1 - Report on JAG funding allocated for training

**Measure:** Part 1

How much JAG funding has been allocated for training? This includes sending staff to training and training sponsored by the JAG-funded agency. Please report in dollars (\$).

**Goal:** \$1,200.00

**Objective:** B2 - Provide Training

**Measure:** Part 3

How many individuals will you train? This includes training to be received by individuals within your organization and to be provided by your organization. Trainings may be held within or outside of your organization. Report the total number of individuals to be trained, not the number of trainings he or she will attend. Only report each individual once.

**Goal:** 2

**Measure:** Part 4

Of those trained how many individuals will be from within your organization?

**Goal:** 2

**Objective:** B5 - Complete Training Hours

**Measure:** Part 4

How many training hours will be completed? This includes training completed by individuals within your organization and provided to individuals outside the organization.

**Goal:** 40

**Measure:** Part 5

Of the training hours, how many hours will be completed by individuals within your organization?

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Performance

Goal: 40

**State Purpose Area:** D - Personnel: Includes activities where individuals are hired, maintained, or paid overtime.

### Activity Description

**Activity:** Personnel  
**Target Group:** Personnel  
**Geographic Area:** Rural  
**Location Type:** County-Wide

### Objectives and Measures

**Objective:** D1 - Report on JAG funding allocated for personnel

**Measure:** Part 1

How much JAG funding has been allocated for personnel? Please report in dollars (\$).

**Goal:** \$3,183.85

**Objective:** D4 - Pay overtime hours with JAG funds

**Measure:** Part 1

How many overtime hours will be paid for with JAG funds? Overtime hours are those that non-exempt employees work beyond normal working hours (usually 40) during a workweek.

**Goal:** 75

**Measure:** Part 2

What types of positions will be supported with overtime hours using JAG funds? In your response, please list all that apply from the following choices: Admin. Staff, Correctional Officers & Jailers, Counselors, Court Staff, Evaluators, Law Enforcement Officers, Legal Staff (defense attorneys, prosecutors, indigent defense), Program Managers, Trainers & Technical Assistance Specialists, Non-sworn Law Enforcement Personnel, Crime Analysts, Civilian Personnel, Other. If other, please specify.

**Goal:** Law enforcement Officers

**State Purpose Area:** E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3 - Performance

### Activity Description

**Activity:** Equipment Purchases and/or Technology Investments  
**Target Group:** Equipment Purchases and/or Technology Investments  
**Geographic Area:** Rural  
**Location Type:** County-Wide

### Objectives and Measures

**Objective:** E1 - Report on JAG funding allocated for equipment and/or technology investments

**Measure:** Part 1

How much JAG funding has been allocated for equipment and/or technology investments? Please report in dollars (\$)

**Goal:** \$8,500.00

**Objective:** E2 - Make equipment purchases and/or technology investments

**Measure:** Part 1

Which types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Lethal Weapons (firearms); Less-lethal Weapons, Impact Weapons (batons, bean bag shotgun rounds, etc.), Chemical Weapons (CS gas, pepper spray), Energy Devices (tasers); Equipment for Police Cruisers; Tactical Vests/Body Armor; Computer-aided Dispatch (CAD); Emergency Medical Services (EMS).

**Goal:** Energy Devices, Vest Carriers

**Measure:** Part 2

Which types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Computers/Mobile Data Terminals; Computer Software; Mobile Access Equipment (for example, aircards for Verizon, Sprint, AT&T, etc.).

**Goal:** Computer Software, Aircards, Computers

**Measure:** Part 3

Which types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Security Systems (station or evidence room); In-car/On-person Camera Systems; Video Observation (station, community, pole cams); Undercover Surveillance Equipment (microphones, video); License Plate Readers; Vehicles; Radios; Other. If other, please specify.

**Goal:** Undercover Surveillance Equipment, Radios

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1 Performance

**State Purpose Area:** SZ - Seizures: Includes activities conducted by law enforcement such as confiscation of items related to task force activity. Seizures can include cash, guns, vehicles, gangs and drugs.

### Activity Description

**Activity:** Seizures  
**Target Group:** Seizures  
**Geographic Area:** Rural  
**Location Type:** County-Wide

### Objectives and Measures

**Objective:** SZ1 - Report on JAG funding allocated for seizures

**Measure:** Part 1  
How much JAG funding has been allocated for other seizures? Please report in dollars(\$).  
**Goal:** 0.00

**Objective:** SZ2 - Seize firearms

**Measure:** Part 1  
How many firearms will be seized?  
**Goal:** 4

**Measure:** Part 2  
Of the firearms to be seized, how many of their serial numbers will be put into the National Integrated Ballistic Information Network (NIBIN)?  
**Goal:** 4

**Measure:** Part 3  
Of the firearms to be seized, how many will be traced through the Bureau of Alcohol, Tobacco, Firearms and Explosives?  
**Goal:** 4

**Objective:** SZ3 - Charge individuals with firearms crimes

**Measure:** Part 1  
How many individuals will be charged with firearm crimes?  
**Goal:** 4

**Objective:** SZ4 - Asset forfeitures and seizures (Federal cases)

**Measure:** Part 1  
How many Federal forfeiture cases will be filed?

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



Goal: 0

Measure: Part 3

Of the assets to be seized, what was the value that will be drug related? Enter a dollar amount.

Goal: 0.00

Measure: Part 4

What will be the value of assets seized under Federal cases? Assets include property, cash, vehicles, weapons, jewelry, drugs, etc. Please report in dollars (\$).

Goal: 0.00

**Objective:** SZ5 - Asset forfeitures and seizures (State cases)

Measure: Part 1

How many State forfeiture cases will be filed?

Goal: 0

Measure: Part 3

Of the assets to be seized, what was the value that will be drug related? Enter a dollar amount.

Goal: 0.00

Measure: Part 4

What will be the value of assets seized under State cases? Assets include property, cash, vehicles, weapons, jewelry, drugs, etc. Please report in dollars (\$).

Goal: 0.00

**Objective:** SZ6 - Disrupt or dismantle illegal organizations

Measure: Part 1

How many gangs will be disrupted? Disrupted means impeding the normal and effective operation of the targeted organization, as indicated by changes in organizational leadership and/or changes in methods of operation, such as trafficking patterns, communications, etc.

Goal: 0

Measure: Part 2

How many gangs will be dismantled? Dismantled means destroying the organization's leadership, financial base, and supply network so that the organization is incapable of operating and/or reconstituting itself.

Goal: 0

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3 Performance

Measure: Part 3

How many drug-trafficking organizations and money-laundering organizations will be disrupted? A drug-trafficking organization is an organization that conducts an illicit trade in an area involving illegal drug production, manufacturing, importation, or distribution. The drug activities conducted by the drug trafficking organization in the area must be known to have a harmful impact on other areas of the country.  
(<https://www.ncjrs.gov/ondcppubs/publications/enforce/hidta2001/overview.html>)

Goal: 2

Measure: Part 4

How many drug-trafficking organizations and money-laundering organizations will be dismantled?

Goal: 2

**State Purpose Area:** TF - Task Forces: Activities of a specially trained unit or group for a specific purpose, conducted by any type of task force, or targeted or organized law enforcement initiatives such as anti-gang, drug, AMBER alert, or anti-human trafficking.

### Activity Description

**Activity:** Task Forces  
**Target Group:** Task Forces  
**Geographic Area:** Rural  
**Location Type:** County-Wide

### Objectives and Measures

**Objective:** TF1 - Report on JAG funding allocated for task forces

Measure: Part 1

How much JAG funding has been allocated for task forces? Please report in dollars (\$).

Goal: 22820.50

Measure: Part 2

What types of task forces will the program provide with JAG funds? In your response, please list all that apply from the following choices: Anti-Gang Task force, Drug Task Force, AMBER Alert Task Force, Anti-Gun Task Force, Fugitive Task Force, Violent Crime Task Force, Other. If other, please specify. Please state whether the funded task force is multijurisdictional.

Goal: Drug Task Force

Measure: Part 3

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1 Performance

Of the JAG funding allocated for task forces, how much was allocated for Drug Task Forces? Please report in dollars (\$).  
Goal: 22820.50

Measure: Part 4  
Is the task force multijurisdictional?  
Goal: Yes

**Objective:** TF2 - Pay for hours used toward task force activity

Measure: Part 1  
How many hours will be used toward task force activity paid for with JAG funds?  
Report in hours.  
Goal: 40

Measure: Part 2  
Of the hours to be paid for with JAG funds towards task force activity, how many hours will be for drug task forces?  
Goal: 40

**Objective:** TF3 - Work investigations/cases

Measure: Part 1  
How many NEW investigations/cases will be initiated during the reporting period?  
Goal: 30

Measure: Part 2  
How many investigations/cases will be closed?  
Goal: 30

Measure: Part 3  
Of the NEW investigations/cases to be initiated, how many will be drug-related?  
Goal: 30

Measure: Part 4  
Of the investigations/cases to be closed, how many will be drug-related?  
Goal: 30

**Objective:** TF5 - Arrest individuals (including gang members)

Measure: Part 1  
What is the total number of individuals (including gang members) to be arrested based on task force activity?

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Performance

Goal: 30

Measure: Part 2

How many of these individuals will be charged with a misdemeanor?

Goal: 30

Measure: Part 3

How many of these individuals will be charged with a felony?

Goal: 15

Measure: Part 4

Of those to be arrested and charged with a misdemeanor, how many will be drug-related?

Goal: 30

Measure: Part 5

Of those to be arrested and charged with a felony, how many will be drug-related?

Goal: 15

**Objective:** TF7 - Seize drugs. Report on this only if you have a drug task force.

Measure: Part 1

What will be the total amount of heroin seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 2

What will be the total amount of cocaine (powder) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 1

Measure: Part 3

What will be the total amount of cocaine (crack) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 1

Measure: Part 4

What will be the total amount of Marijuana (commercial grade, hydroponic, or synthetic/spice) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3, Performance

Goal: 6

Measure: Part 5

What will be the total amount of Methamphetamine seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .5

Measure: Part 6

What will be the total amount of Methamphetamine (ice) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .5

Measure: Part 7

What will be the total amount of Ecstasy (MDMA) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .25

Measure: Part 8

What will be the total amount of Psilocybin seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .5

Measure: Part 9

What will be the total amount of Prescription pills (examples: Xanax, OxyContin [oxycodone], Vicodin or Lortab [acetaminophen and hydrocodone], etc.) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 200

Measure: Part 10

What will be the total amount of Pseudoephedrine seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 100

Measure: Part 11

What will be the total amount of Steroids seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3 Performance

Goal: 0

Measure: Part 12

What will be the total amount of Salvia seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 13

What will be the total amount of other drugs seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force. Please indicate the type of other drugs to be seized.

Goal: 0

**Objective:** TF8 - Seize drugs from clandestine drug labs. Report on this only if you have a drug task force.

Measure: Part 1

What will be the total amount of heroin seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 2

What will be the total amount of cocaine (powder) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .5

Measure: Part 3

What will be the total amount of cocaine (crack) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 4

What will be the total amount of Marijuana (commercial grade, hydroponic, or synthetic/spice) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 1

Measure: Part 5

What will be the total amount of Methamphetamine seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

# Application for Funding Assistance

Florida Department of Law Enforcement  
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## Section 3: Performance

Goal: 8

Measure: Part 6

What will be the total amount of Methamphetamine (ice) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 1

Measure: Part 7

What will be the total amount of Ecstasy (MDMA) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 8

What will be the total amount of Psilocybin seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 9

What will be the total amount of Prescription pills (examples: Xanax, OxyContin [oxycodone], Vicodin or Lortab [acetaminophen and hydrocodone], etc.) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 300

Measure: Part 10

What will be the total amount of Pseudoephedrine seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 100

Measure: Part 11

What will be the total amount of Steroids seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 12

What will be the total amount of Salvia seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

# Application for Funding Assistance

Florida Department of Law Enforcement  
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## Section 3 Performance

Goal: 0

Measure: Part 13

What will be the total amount of other drugs seized from clandestine drug labs?  
Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if  
you have a drug task force. Please indicate the type of other drugs to be seized from  
clandestine drug labs.

Goal: 0

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000879

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$3,183.85	\$0.00	\$3,183.85
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$19,636.65	\$0.00	\$19,636.65
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$22,820.50	\$0.00	\$22,820.50
Percentage	100.0	0.0	100.0

### Project Generated Income:

Will the project earn project generated income (PGI) ? Yes

PGI Reporting Frequency : Quarterly

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Budget Narrative:

Budget Narrative:

#### Salary and Benefits

Salary and Benefits for Overtime for Taylor County Sheriff's Office Drug Investigators.

Approximately 75 hours at \$34.64 = \$2,598.00

Benefits to include: FICA 7.65% = \$198.75, Retirement 14.90% = \$387.10

Benefits = \$585.85

Total Overtime and Benefits = \$3,183.85

Expenses:

Confidential Informant/Buy Money

Travel/Per Diem

Training

Supplies - For Example - General Office Supplies, Office Equipment, Electronics, Batteries, Audio Tapes, CD/DVD

Air Cards (x3) - Twelve (12) Month Service

Vehicle Maintenance - For Example Tires, Batteries, Oil Changes, Body Repair, Paint

Vehicle Repair - For Example - Brakes, Starter, Alternator, Engine, Transmission, Rear End.

Fuel Expense

Tactical Clothing - For Example - Snake Boots, Web Gear, Camouflage Pants, Jacket, Hats, Gun Belts, Vest Carrier

Digital Video Camera Kits

Equipment Maintenance - For Example - Repairs and Upkeep for Electronic and Other Equipment Related to Drug Task Force Activities to Function Properly

Undercover Supplies - For Example - CI Clothing, Cameras, Cell Phones, Radios, Antennas, Microphones and Other Items used In Conjunction With audio/Video Surveillance Equipment

Vehicle Rental - Used For Undercover Operations

Post Office Box

Computer Equipment - For Example - Laptop, Desk Top, Monitors, Printer, Mouse, External Disc/Hard Drive

Vehicle Equipment - For Example - Tool Box/Safe Box, Window Tinting, Blue Light, Siren Tools and Tool Kits

Audio Visual Equipment - For Example - TV, DVD Player/Recorder, Video Cameras, Micro Recorders

Computer Software and Hardware

Remote Cameras

Cell Phone Data Retriever

Annual Maintenance Fees For Surveillance Equipment

Subscription to Intelligence Gathering Software

Total Expenses = \$19,636.65

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: Yes

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$1,000.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

## Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 18 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance ([www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59)) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

- Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": [www.flrules.org/](http://www.flrules.org/)
- Office of Management and Budget (OMB) Circulars: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)
  - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
  - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
  - A-102, "Grants and Cooperative Agreements with State and Local Governments"
  - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
  - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
  - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
- Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)
  - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
  - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
  - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
  - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
  - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
- Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59).
- United States Code: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)
  - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
- State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: [dliis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf](http://dliis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf).

2. **Requirements for Contractors of Subgrant Recipients**

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)); the provisions of the current edition of the Office of Justice Programs *Financial Guide* ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)); and all other applicable State and Federal laws, orders, circulars, or regulations.

### **3. Allowable Costs**

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

### **4. Reports**

#### **a. Project Performance Reports**

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 18, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

#### **b. Financial Reports**

##### **(1) Project Expenditure Reports**

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must

have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.
- (f) The report must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

**5. Fiscal Control and Fund Accounting Procedures**

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

**6. Payment Contingent on Appropriation and Available Funds**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

**7. Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

**8. Advance Funding**

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**9. Trust Funds**

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**10. Travel and Training**

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

**11. Program Income (also known as Project Generated Income)**

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**12. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

**13. Property Accountability**

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

**14. Ownership of Data and Creative Material**

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

**15. Copyright**

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**16. Publication or Printing of Reports**

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

**17. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
Tallahassee, Florida 32308

**18. Performance of Agreement Provisions**

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department

shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

**19. Commencement of Project**

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**20. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**21. Written Approval of Changes in this Approved Agreement (Grant Adjustments)**

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.
- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or someone with formal, written signature authority for the chief official.

## **22. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

## **23. Conferences and Inspection of Work**

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

## **24. Access to Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

## **25. Retention of Records**

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
[dliis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf](https://dliis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf).

## **26. Personnel Changes**

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online) so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

## **27. Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

## **28. Drug Court Projects**

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

## **29. Overtime for Law Enforcement Personnel**

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

**30. Criminal Intelligence System**

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

**31. Confidential Funds**

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

**32. Civil Rights Compliance**

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
  - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at [www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm), must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
  - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

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- (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- e. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or on-line at [www.fdle.state.fl.us/contacts/comment\\_form.html](http://www.fdle.state.fl.us/contacts/comment_form.html). Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, NW, Washington, DC 20531, by phone at (202)307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. Any discrimination complaints file with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- k. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

I. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at [www.lep.gov](http://www.lep.gov).

m. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

**33. Immigration and Nationality Act**

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**34. National Environmental Policy Act (NEPA)**

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.
  - (1) New construction;
  - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
  - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and

agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at [www.bja.gov/Funding/nepa.html](http://www.bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations.

- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

### **35. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **36. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

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employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

**37. State Restrictions on Lobbying**

In addition to the provisions contained in Item 36, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

**38. Additional Restrictions on Lobbying**

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**39. "Pay – to – Stay"**

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**40. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories**

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

#### **41. The Coastal Barrier Resources Act**

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

**42. Enhancement of Security**

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

**43. Environmental Protection Agency's (EPA) list of Violating Facilities**

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**44. Flood Disaster Protection Act**

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**45. National Historic Preservation Act**

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**46. Human Research Subjects**

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**47. Global Standards Package**

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**48. Reporting, Data Collection and Evaluation**

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

**49. Privacy Certification**

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

**50. State Information Technology Point of Contact**

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to [www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046](http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046).

**51. Interstate Connectivity**

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**52. Supplanting**

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

**53. Conflict of Interest**

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**54. Uniform Relocation Assistance and Real Property Acquisitions Act**

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**55. Limitations on Government Employees Financed by Federal Assistance**

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**56. Certification for Employees Working Solely on a Single Federal Award**

Any project staff that are fully or partially funded by the grant and that are expected to work solely on the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**57. Additional Documentation of Personnel for Department of Financial Services**

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project related activities in accordance with the contract agreement.

**58. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

**59. Task Force Training Requirement**

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**60. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable**

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**61. High Risk Subgrant Recipients**

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

**62. Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**63. Central Contractor Registry (CCR)**

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**64. Maximum Allowable Salary**

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

**65. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database**

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at [ncjrs.gov/pdffiles1/nij/si000989.pdf](http://ncjrs.gov/pdffiles1/nij/si000989.pdf).

**66. Interoperable Communications Guidance**

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at [www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334](http://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334).

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**67. Bulletproof Vests**

Subgrant recipients that wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf).

JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Bulletproof vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at: [www.nij.gov/topics/technology/body-armor/safety-initiative.htm](http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm).

**68. BJA or FDLE Sponsored Events**

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

**69. Expenses Related to Conferences, Meetings, Trainings, and Other Events**

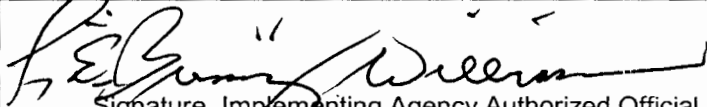
The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).

## CONFIDENTIAL FUNDS CERTIFICATION

Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program

### Certification Regarding Confidential Funds

A signed certification that the project director has read, understands, and agrees to abide by the provisions in Chapter 8 of the Office of Justice Programs' (OJP) Financial Guide is required from all projects that involve confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of the grant application.

(To Be Completed by OCJG)		Project Title:
Project Number:		Taylor County Drug Eradication Task Force
Name of Subgrantee: Taylor County Board of County Commissioners		
Name of Implementing Agency: Taylor County Sheriff's Office Address: 108 N. Jefferson St., S-103 Perry, Florida 32347		
Name of Implementing Agency Authorized Official: L. E. "Bummy" Williams, Sheriff, Taylor County		Telephone Number: 850-584-4225
This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide for grants.		
18 June 2012 Date	 Signature, Implementing Agency Authorized Official	
DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS		
<ol style="list-style-type: none"><li>1. <u>Purchase of Services (P/S)</u>. This category includes travel or transportation of a non-federal officer or an informant; the lease of an apartment, business front, automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.</li><li>2. <u>Purchase of Evidence (P/E)</u>. This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.</li><li>3. <u>Purchase of Specific Information (P/I)</u>. This category includes the payment of monies to an informant for specific information. Other informant expenses classified under P/S may be charged accordingly.</li></ol>		

## CERTIFICATION FORM

Recipient Name and Address: Taylor County Board of Commissioners  
108 N. JEFFERSON ST. Perry, FL 32347

Grant Title: Taylor County Drug Eradication Grant Number: 2013-JAGC-1948 Award Amount: \$45,641

Contact Person Name and Title: Ron Rice, Captain Phone Number: (850) 838-3505

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement.** *Please check all the boxes that apply.*

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date
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**Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Patricia Patterson [responsible official], certify that the Taylor County Board of Commissioners [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: County Administrator [organization], at 201 E. Green Street, Perry, FL 32347 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Patrica Patterson, Chairman

Print or type Name and Title

Signature

Date

## CERTIFICATION FORM

Recipient Name and Address: Taylor County Sheriff's Office, 108 N. Jefferson St, Ste 103  
Perry, FL 32347

Grant Title: Taylor County Drug Eradication Task Force Grant Number: 2013-JAGC-1948 Award Amount: 45,641

Contact Person Name and Title: Ron Rice, Captain Phone Number: 850 ) 838-3505

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement.** *Please check all the boxes that apply.*

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that  
\_\_\_\_\_ [recipient] is not required to  
prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that  
\_\_\_\_\_ [recipient] will comply with applicable Federal civil rights  
laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

**Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, L.E. "Bummy" Williams [responsible official], certify that  
the Taylor County Sheriff's Office [recipient], which has 50 or more  
employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an  
EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and  
signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in  
the office of: Dannielle Welch- Finance (TCSO) [organization],  
at 108 N. Jefferson St, Ste 103, Perry, FL [address], for review by the public and  
employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of  
Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

L.E. "Bummy" Williams, Sheriff

Print or type Name and Title

Signature

Date

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,  
whiteout, etc. are not acceptable.

State of Florida  
Department of Law Enforcement  
Office of Criminal Justice Grants

Signature: \_\_\_\_\_

*Clayton H. Wilder*

Typed Name and Title: \_\_\_\_\_

*Clayton H. Wilder, Community Program Administrator*

Date: \_\_\_\_\_

*9-7-12*

Subgrant Recipient  
Authorizing Official of Governmental Unit  
(Commissioner, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: \_\_\_\_\_

*Taylor County Board of Commissioners*

Signature: \_\_\_\_\_

*[Signature]*

Typed Name and Title: \_\_\_\_\_

*Patricia Patterson, Chairman*

Date: \_\_\_\_\_

*7-2-2012*

Implementing Agency  
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: \_\_\_\_\_

*Taylor County Sheriff's Office*

Signature: \_\_\_\_\_

*[Signature]*

Typed Name and Title: \_\_\_\_\_

*L. E. "Bummy" Williams, Sheriff*

Date: \_\_\_\_\_

*18 June 2012*

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON AMENDMENT 1 OF THE WORK SQUAD 714 CONTRACT WITH THE DEPARTMENT OF CORRECTIONS EXTENDING THE CONTRACT THROUGH NOVEMBER 3, 2013, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:** THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE

**Recommended Action:** RATIFY

**Fiscal Impact:** \$58,004

**Budgeted Expense:** YES

**Submitted By:** DUSTIN HINKEL, EM DIRECTOR

**Contact:** 838-3500x7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE AMENDMENT WILL EXTEND THE BOARD'S CONTRACT THROUGH NOVEMBER 3, 2013.

**Options:** APPROVE/DISAPPROVE

**Attachments:** RESOLUTION



FLORIDA  
DEPARTMENT of  
CORRECTIONS

Governor  
**RICK SCOTT**

Secretary  
**KENNETH S. TUCKER**

*An Equal Opportunity Employer*

501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

August 14, 2012

Jack Brown, County Administrator  
Taylor County, Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347  
Telephone: (850) 838-3500

**RE: Work Squad Contract #WS714 AMD#1**

Dear Mr. Brown:

Enclosed for signatures are two (2) originals of Work Squad Contract WS714 Amendment #1 to renew your current Contract between the Department of Corrections and your agency. The effective date of this Amendment will be **November 4, 2012**.

To provide a seamless transition in contracting, please have **both originals** of the enclosed contracts **signed** and **returned** to this office, via Express Mail, **by September 13, 2012**. If your agency requires a longer period for approval and execution of the enclosed documents, please contact me at the telephone number shown below to request an alternate date upon which our office can expect submission. Once this Contract has been executed by the Department, one (1) executed original of the Contract will be returned to your agency.

As a reminder, please be advised:

- to include the Contract #(WS714) on all correspondence;
- to include the FEID Number on the signature page;
- that changes to the scope of services cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Contract has been extended or renewed.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

Cristy Williams, GOC I  
Bureau of Procurement and Supply  
Enclosure

CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS

AND

TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Taylor County, Board of County Commissioners ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**; and
- replaces Addendum A with Revised Addendum A, effective November 4, 2012.

Original contract period: November 4, 2011 through November 3, 2012

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began November 4, 2011 and shall end at midnight on November 3, 2013.

This Contract is in its final renewal year.

2. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective November 4, 2012.

All other terms and conditions of the original Contract remain in full force and effect.

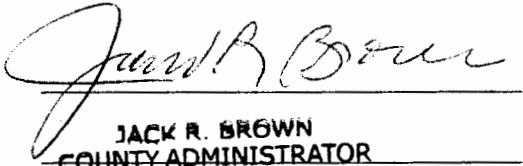
This Amendment shall begin on the last date of signature by all parties, whichever is later.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: TAYLOR COUNTY, BOARD OF  
COUNTY COMMISSIONERS**

SIGNED  
BY:



NAME:

**JACK R. BROWN  
COUNTY ADMINISTRATOR**

TITLE:

**TAYLOR COUNTY, FL  
201 E. GREEN ST.  
PERRY, FL 32347**

DATE:

**9/26/12**

FEID #:

**DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality,  
subject to execution.**

SIGNED  
BY:

\_\_\_\_\_

NAME:

**Kenneth S. Tucker**

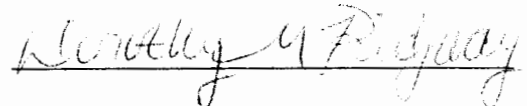
TITLE:

**Secretary  
Department of Corrections**


DATE:

\_\_\_\_\_

SIGNED  
BY:



NAME:

 **Jennifer A. Parker**

TITLE:

**General Counsel  
Department of Corrections**

DATE:

**7/26/12**

# Revised Addendum A

## Inmate Work Squad Detail of Costs for Taylor County, Board of County Commissioners

Interagency Contract Number WS714 AMD#1 Effective November 4, 2012

\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

### I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

	# Officers:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary		1	\$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 399.00	\$ 399.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,642.00	
Technology Fee			\$ 462.00	\$ 462.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 58,896.00</b>	<b>\$ 57,254.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

### II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

Number Squads	Total Annual Cost
1	\$ 750.00
	<b>\$ 750.00</b>

### III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED:

YES ☒ NO ☐

ENCLOSED TRAILER REQUIRED:

YES ☐ NO ☒

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for Taylor County, Board of County Commissioners**  
**Interagency Contract Number WS714 AMD#1 Effective November 4, 2012**

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio      MACOM    \$4833.00  
Vehicle Mounted Radio      MACOM    \$5119.00

Per Unit Cost	Number of Units
<input checked="" type="checkbox"/>	1

**TOTAL Operating Capital To Be Advanced By Agency**

Total Cost
\$ -
\$ -
\$ -

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

- Operating Capital - from Section IV.
- Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

- Correctional Officer Salaries and Position-Related Expenses - from Section I.
- Other Related Expenses and Security Supplies - from Section II.
- Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$57,254.00
\$750.00
\$58,004.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
**(Total of Sections V. and VI.)**

\$58,004.00
-------------

**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for Taylor County, Board of County Commissioners**  
**Interagency Contract Number WS714 AMD#1 Effective November 4, 2012**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

12/13

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Board to receive bids at 6:10 and 6:15pm for two SHIP rehabilitation projects.



**MEETING DATE REQUESTED:**

October 1, 2012

**Statement of Issue:** Board to receive bids for two proposed SHIP rehabilitation projects.

**Recommended Action:** Board to receive bids for two SHIP rehabilitation projects. Recommendation of award to be made for Board approval at the October 16 Board meeting.

**Fiscal Impact:** Not applicable. The projects are 100% grant funded.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

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

**History, Facts & Issues:** The Board to receive bids for the rehabilitation of the homes of Mary Ondash and Vera Edwards. Both homeowners have been qualified to be eligible to receive assistance through the SHIP Program. Both proposed recipients were approved by the Board at the September 4, 2012 meeting. These two projects will expend all remaining SHIP funds with the exception of the \$75,000 set aside for the CDBG grant match and to provide first time homebuyers down payment assistance to two qualified recipients.

**Attachments:** Not Applicable

**\*\*The Bid Committee will be Jay Moseley and Marilee Wolfe with Meridian Community Services Group and Melody Cox.**

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**



Board to hold a public hearing to hear an appeal to a Planning Board decision concerning Vaughn Lane in Steinhatchee.

**MEETING DATE REQUESTED:**

October 1, 2012

**Statement of Issue:** Board to hear an appeal filed by Dekle, Julie and Catherine Stanley on a decision made by the Planning Board concerning Vaughn Lane.

**Recommendation:** Hold public hearing

**Fiscal Impact:** N/A

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Taylor Planning Board held a public hearing on June 7, 2012, to hear an appeal to written opinions by the Building Official on parking of boats on Vaughn Lane and a boat repair business located on that road. The decision of the Planning Board at that hearing is being appealed to the County Commission.

**Attachments:**

1. Copy of newspaper notice of the hearing.
2. Copy of the Planning Board minutes.
3. Copy of original written opinions appealed to Planning Board.

TAYLOR COUNTY PLANNING BOARD

Minutes

June 7, 2012

Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347

**Members Present**

James Ross Pam Wessels  
Dale Rowell Barry Wilson  
Rick Breer

**Staff Present**

Danny Griner  
Bill Blue

**Speakers Present**

Lindsey Lander  
Rachel Vaughn  
Michael Guard

1. **Approval of May 3, 2012 Minutes:** Dale Rowell brings the meeting to order stating that the first order of business is to consider approval of the draft minutes from the May 3, 2012 meeting. Dale Rowell notes that he abstained from the Lindsey Island agenda item and the minutes should be amended to reflect that. James Ross makes a motion to approve the May 3, 2012 minutes with the requested change; Pam Wessels seconds the motion; the motion passes by unanimous vote.
2. **Michael Guard lot split application:** Dale Rowell opens the agenda item consisting of an application to split Lot 1, Block D of the Deerwood at the Beaches Subdivision into two lots. James Ross asks whether the 60-foot easement shown on the drawing included in the application was intended to be an easement, or a part of the rear lot. Michael Guard confirms that the 60-foot access portion would be a part of the lot and not an easement. Dale Rowell asks the applicant why he did not choose to divide the lot vertically from north to south. Michael Guard explains that the location of the existing gate was the primary reason for that decision and that he intended to live on the rear lot. Dale Rowell explains that he felt the lots would have greater value based on road frontage if they were divided vertically. Pam Wessels makes a motion to approve the lot split application; Barry Wilson seconds the motion; the motion passes by unanimous vote.
3. **Appeal to Building Official Vaughn Lane opinion Public Hearing:** Dale Rowell opens the public hearing consisting of an appeal filed by the Stanley family to a memorandum written by the Building Official concerning the boat repair commercial business located on Vaughn Lane and operated by the Vaughn family. Dale then states that all speakers should state their name and address before speaking and further states that the board asks that speakers limit their comments to a 3-minute length and the board would allow a single rebuttal per speaker. Bill Blue swears in all attendees who intend to speak during the hearing and confirms that none of the affected parties had spoken with board members prior to the meeting. Lindsey Lander, the attorney representing the Stanley family approaches the board. Dale Rowell states that the board will not limit Lindsey's comments to the 3-minute limit. Lindsey Lander addresses the board stating that he represents the Stanley family and explains that they are appealing the decisions made by the Building Official and contained in the appealed memorandum. Lindsey then explains his understanding that the board and staff enforce rules adopted by the Board of County Commissioners and the Building Officials opinion that application of the Land Development Code (LDC) and Comprehensive Plan does not result in a basis for enforcement action, further stating that he does not feel that the Planning Board has the authority to do what needs to be done and that this is more of a procedural step to get to the County Commission. Lindsey then states that question 1 is the status of Vaughn Lane as a county road. Danny Griner explains that there is a county road list that was adopted

by the County Commission in the past and that his understanding of the county's stance is that roads that were not included on that list were not accepted by the county and therefore not considered county roads. Lindsey Lander confirms that there is a county road list that can be viewed upon request. Bill Blue clarifies that Lindsey Lander is representing clients who live across the street from the Vaughn family. Dale Rowell states that the Board of County Commissioners has previously stated specifically that Vaughn Lane is not a county road. Lindsey Lander then poses a question about board procedure, giving an example of drinking and loud music. Bill Blue states that such an issue would go before the County Hearing Officer, who deals with violations of the Code of Ordinances, concluding by noting that the Building Official wears different hats, including oversight for the Code Enforcement Officer and Planning Department. Lindsey Lander confirms that the Building Official also oversees the Code Enforcement Department, further stating that he understands that this may be the first step in the process and the issue may need to go to the County Commission and so on. Lindsey then addresses page two of the memorandum related to toxic substances stating that the Comprehensive Plan contains a policy mandating that the county shall require certain things concerning toxic substances, with an emphasis on the term shall. Danny Griner states that he feels this is accomplished through approval by the Florida Department of Environmental Protection (FDEP) and that they had contacted the office by phone and stated that they were working on the hazardous material aspect. Lindsey Lander states that the second question is if the boat repair use is allowed and approved by the LDC and Comprehensive Plan, further stating that by looking at the Future Land Use Map (FLUM) the parcel appears to be in the Mixed Use Urban Development (MUUD) land use category and that all of Steinhatchee is in the same land use. Lindsey then states that the parcel also appears to be bordering on, or located within, the Coastal High Hazard Area (CHHA). Danny Griner states that he is not sure that the FLUM has been changed since the definition of the CHHA was amended in the Florida Statutes. Lindsey Lander confirms that it is the county's intent to change the map to properly reflect the location of the CHHA line. Lindsey then asks if this board has authority over new businesses in the Steinhatchee area. Pam Wessels states that a development application is required for new businesses. Lindsey Lander points out that the business in question was previously located at the end of the street. Pam Wessels states that the boat repair business has been located on Vaughn Lane for a long time. Danny Griner states that there is not a development application on file for this activity to his knowledge. Lindsey Lander states that he would like to see a copy of the county's development application. Danny Griner notes that the development application form is available on the county website under the Building & Planning section. Bill Blue clarifies that the question is whether the boats and other items located on private property. Lindsey Lander states that the area is a residential neighborhood and there are not commercial uses there, further stating that items located in the middle of the street is a problem and he is taking the first step for his clients and will continue to other venues as needed. Rachel Vaughn addresses the board stating that the Steinhatchee Boat Shop has been located in Steinhatchee for 29-years and was located on Vaughn Lane before anyone lived there. Rachel then notes that at one time the Boat Shop was located on a lot adjacent to their present location, further stating that it was their intent to retire from the business but due to additional family responsibilities were unable to do so. Rachel then states that she has tried to get the county to maintain Vaughn Lane, but once it was determined that it was not a county road she stopped that request, further stating that the chemical volume onsite was not sufficient for specific FDEP permits and that lime rock dust is a bigger issue, concluding by restating that Vaughn Lane is not a county road and that she has pictures of the site. Bill Blue asked where the original business was located. Rachel Vaughn responds that

the business was moved in 1991 and again in 2006, noting that the property at the end of the road is now owned by a man named Garrett and she is unsure of his last name. Rachel then states the boats are parked in front of vacant lots and they have permission from the owners to park there, further stating that there are other commercial businesses in the area, concluding by stating that she does have all necessary licenses. Lindsey Lander asks if the board controls residential permits. Danny Griner states that single-family dwelling permits are not considered development in the LDC and do not go to the Planning Board for approval. Rachel Vaughn confirms that the business does have a local license. Dale Rowell closes the public speaking portion of the public hearing and opens the discussion to board members. James Ross asks for clarification on exactly what action is being requested. Dale Rowell explains the three vote options open to the board, further stating that this is one step in the process and the issue should be appealed to the County Commission. Bill Blue states that county's codes are not written for enforcement, noting that he previously served as the County Hearing Officer and had decided against the county in that capacity due the language of the LDC. Pam Wessels states that the boat repair use is allowable under the LDC and notes that there is no zoning other than the FLUM. Pam then states that she understands that there is a road issue. Dale Rowell states that he agrees with Pam's assessment and should ratify the Building Officials opinion. Lindsey Lander states that the board's vote would be a question of ratifying the determinations in Building Official memorandum. James Ross asks if the board has the option of taking no action. Bill Blue recommends that the board take action by vote. James Ross makes a motion to ratify the opinions of the Building Official in the memorandum; Barry Wilson seconds the motion; the motion passes by unanimous vote.



## TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

### MEMORANDUM

**TO:** Whom it may concern  
**FROM:** William D. (Danny) Griner  
**RE:** Vaughn Lane, Steinhatchee  
**DATE:** March 22, 2012

Based on concerns relayed to the Planning & Code Enforcement staff a field investigation was conducted on the parking of boats on the sides of Vaughn Lane and boat repair activity taking place on a lot accessed by that roadway. Staff determined the following:

A deed was recorded in the office of the Clerk on July 29, 1989 by the Starke family. The intent of this deed was to convey the roadway known as Vaughn Lane to Taylor County. Staff has found no evidence that the deed was accepted by the Board of County Commissioners and bases this determination on the fact that Vaughn Lane is not listed on the road maintenance list adopted by the County Commission and confirmation by the Public Works Department that the road has never been maintained by the County. The parking/staging of boats on private property, or a private roadway, is not an activity that is addressed by the Taylor County Code of Ordinances, unless they are deemed abandoned property. It is the opinion of the Planning & Code Enforcement Department head that the parking of boats on a private roadway does not constitute abandoned property. Staff is also aware that some discussion has taken place concerning acceptance of the roadway by the County Commission. It should be noted that Code Enforcement staff had a similar situation with the long term parking of recreational vehicles on a County right-of-way. The determination by the County Hearing Officer in that instance was that long term parking on a County right-of-way does not violate the Code of Ordinances and if the parking of boats on a right-of-way was to be ruled a non-violation, County acceptance of the road may not accomplish the result desired by the residents in that area. It has been County Commission policy in the past not to accept ownership of private roadways in Taylor County unless the roadway was improved to minimum County standards as contained in the Taylor County Land Development Code (LDC) and maintenance of the roads was funded by a Municipal Service Benefit Unit (MSBU). Vaughn Lane is located in the Mixed Use Urban Development (MUUD) land use category on the Future Land Use Map (FLUM). Section 42-888 of the LDC states:

*When located in the mixed use urban and/or rural residential, aviation related commercial, water-oriented commercial, industrial and/or public land use districts, or clustered at a net density of one unit per two acres or greater, streets shall be*

*constructed as a paved roadway and constructed in accordance with the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, latest editions, and county specifications as contained in figure 6.01 .03-E-2 on file in the county offices.*

This code section requires that the roadway be paved with a minimum 18-foot surface course, include stormwater maintenance facilities on each side, and be a minimum right-of-way width of 60-feet. Such improvements would be complicated by the existing 50-foot width of the private road and lack of adequate width at the end of the road to accommodate LDC compliant cul-de-sac construction.

The Planning Director determined that operation of a commercial boat repair facility on the subject property does not constitute a violation of the LDC based on the following:

The subject property is located in the MUUD land use category as depicted on the FLUM. Section 42-409(e) of the LDC states:

*(e) Mixed use urban development. The following uses are allowed in the mixed use urban development land use district. All other uses allowed in land classifications of lower intensity shall also be allowed, except mining.*

- (1) Residential.*
- (2) Outdoor recreational.*
- (3) Public service/utility.*
- (4) High intensity commercial.*
- (5) General commercial.*
- (6) Neighborhood commercial (small scale retail and service establishments each not to exceed 5,000 square feet in floor space).*
- (7) Professional service and office.*
- (8) Small scale industrial.*

The Planning Director determined the use in question to be a High Intensity Commercial use based on the description of that category contained in Section 42-408(7)(a) of the LDC and which allows the following uses:

- a. Vehicle sales, rental, service and repair, including truck stops, body shops, road services, ear wash facilities and the sales, rental, repair and service of new or used automobiles, boats, buses, farm equipment, motorcycles, trucks, recreational vehicles and mobile homes.*

The Planning Director did not make a determination on the question of chemical use/misuse. The Taylor County LDC does not address this issue and concerns of this type should be forwarded to the Florida Department of Environmental Protection, or local Health Department.

It should be noted that determinations made by the Planning Director are subject to appeal pursuant to Section 42-55(a) of the LDC which states:

*(a) Appeals from decisions of the planning department, the county engineer, the county road department and the building department. A developer or any adversely affected person may appeal an order, decision, determination or interpretation of the comprehensive plan by the planning department subject to an appeal, specifying the grounds for the appeal. Appeals shall be made to the planning board by filing a notice of appeal with the planning department within 30 days of the decision. Other appeals, including to an order, decision, determination or interpretation of this chapter by the planning department, the county engineer, the county road department or the building department shall be made to the planning board in the same manner.*

As stated in the above section, such appeals would be heard by the Taylor County Planning Board. The Planning Department has appeal forms available for this purpose and can provide them to interested individuals as needed.

Taylor County does not presently have an independent zoning map overlay whereby individual parcels are zoned differently; such as you may find in a municipality. The only available process for rezoning of the parcels in this area consists of an amendment to the Future Land Use Map of the Taylor County Comprehensive Plan. One of the issues with such an amendment in this case is that the next available land use category that allows a lesser degree of commercial use also limits the residential density to 1 residential unit per 2 acres and this area already exceeds that threshold. The best method for achieving the result desired by some of the area residents would be through the creation of a zoning overlay map that works in conjunction with the Future Land Use Map; however, such an endeavor is a major undertaking that would require the expertise of a professional planner. In the opinion of the Planning Director, the County does not have sufficient funding at this time to hire additional personnel to accomplish and provide future oversight for such a process.

If additional information is desired, please contact the Planning Director, William D. (Danny) Griner at (850) 838-3500 ext. 1, by US mail at 201 East Green Street, Perry, Florida 32347, or by email at [building.director@taylorcountygov.com](mailto:building.director@taylorcountygov.com).

### **NOTICE OF PUBLIC HEARING**


Notice is hereby given that the Board of County Commissioners of Taylor County, Florida, will hold a public hearing at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, on October 1, 2012, at 6:25 p.m., or as soon thereafter as possible, to hear an appeal filed by Dekle, Julie, and Catherine Stanley on a decision made by the Taylor County Planning Board concerning boat repair and parking on the right-of-way on Vaughn Lane in Steinhatchee. This notice shall be advertised and the Notice shall also be sent to all parties involved. At the hearing, any party may appear in person or by agent or attorney.

The appeal may be inspected by the public at the Planning Department at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The public hearing may be continued to one or more dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearings shall be announced during the public hearing and that no further notice concerning the matter will be published.

All members of the public are welcome to attend. Notice is further hereby given, that pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

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

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Certificate of Public Convenience and Necessity
	
MEETING DATE REQUESTED:	10-1-2012

**Statement of Issue: Med-Trans representative to request a COPCN be issued to Med-Trans Corporation for air medical transport services for Taylor County**

**Recommended Action: approval**

**Fiscal Impact: None**

**Budgeted Expense: None required**

**Submitted By: Ken Grimes, Vice-President Business Development Med-Trans Corporation**

**Contact: Ken Grimes (727) 423-4289**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** To provide additional air medical resources to Taylor County. There is no expense to the County or the hospital in having Med-Trans provide this service.

**Options:** approve or disapprove

**Attachments:** Completed certificate for Chairperson's signature

**EMERGENCY AIR TRANSPORT SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

***WHEREAS, MED-TRANS CORPORATION, a licensed rotor-wing Advanced Life Support provider in the State of Florida, provides air ambulance services to the citizens and visitors of Taylor County for emergency and critical patients; and***

***Whereas, MED-TRANS CORPORATION indicated that it desires not to conflict with the current level of out-of-hospital emergency care being provided by Taylor County and Doctors' Memorial EMS but to augment Taylor County and Doctors' Memorial EMS***

***Whereas, this COPCN in no way implies any other type transport service or services except as stated. Any new or additional types of transport service or services will require a separate COPCN; and***

***Whereas, the above air ambulance provider has indicated that it will comply with all applicable requirements of Chapter 401, Florida Statutes, and 64E-2, Florida Administrative code.***

***Therefore, the Board of County Commissioners, Taylor County, Florida hereby issues a Certificate of Public Convenience and Necessity to MED-TRANS CORPORATION, for air transport only.***

**Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012**

**This certificate is valid until suspended or revoked.**

**ATTEST:**

\_\_\_\_\_  
**Honorable Annie Mae Murphy**  
**Clerk of Court**

\_\_\_\_\_  
**Honorable Pat Patterson, Chairman**  
**Taylor County Board of Commissioners**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE BOARD AND DOCTORS' MEMORIAL HOSPITAL (DMH) AGREEING TO SELL FUEL TO DMH FOR THE OPERATION OF THE AMBULANCES

**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:** THE BOARD TO CONSIDER APPROVING AGREEMENT TO CONTINUE SELLING FUEL FOR AMBULANCES

**Recommended Action:** APPROVE

**Fiscal Impact:**

**Budgeted Expense:** N/A

**Submitted By:** DOCTORS' MEMORIAL HOSPITAL

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE BOARD MAINTAINS AN AGREEMENT TO SELL FUEL FOR THE OPERATION OF AMBULANCES

**Options:** APPROVE/DISAPPROVE/EDIT

**Attachments:** INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT**  
**BETWEEN THE BOARD OF COUNTY COMMISSIONERS**  
**OF TAYLOR COUNTY AND DOCTORS MEMORIAL HOSPITAL.**  
**A NON-PROFIT FLORIDA CORPORATION**

THIS INTERLOCAL AGREEMENT entered into this 11 day of Sept, 2012, by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, hereinafter referred to as "County" and DOCTORS MEMORIAL HOSPITAL, A NON-PROFIT FLORIDA CORPORATION, hereinafter referred to as "DMH".

In consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. DMH runs and operates the EMS and needs fuel to operate the ambulances.
2. The County agrees to sell fuel to DMH for the operation of the ambulances.
3. This Agreement is for a period of 1 year from the date of the signing of this Agreement.
4. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party. The contact person for the county is the County Administrator and the contact person for DMH is DMH Administrator.
5. This Agreement is entered into in the State of Florida and shall be governed by the laws of the State of Florida. Taylor County shall be the venue for any litigation under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of

\_\_\_\_\_, 2012.

**TAYLOR COUNTY, FLORIDA**  
**a Florida political subdivision**

Attest:

\_\_\_\_\_  
PATRICIA PATTERSON, Chair

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA  
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, **As**  
\_\_\_\_\_ **of TAYLOR COUNTY, FLORIDA, a Florida political**  
**subdivision,** who personally appeared before me at the time of  
notarization.

**NOTARY:**

(SEAL)

\_\_\_\_\_  
[ ] personally know to me

[ ] produced \_\_\_\_\_

As identification

Signed, sealed and delivered  
in the presence of:

Witness

Print Name: Jerry Golt

Witness

Print Name: Brandi Turner

**Doctors' Memorial Hospital  
Inc., a Florida Not-for-Profit  
Corporation**

(SEAL)

By: [Signature]

As: Interim CEO

STATE OF FLORIDA  
COUNTY OF TAYLOR,

11<sup>th</sup> The foregoing instrument was acknowledged before me on this  
day of September, 2012, by Gen Forbes, As  
of **DOCTORS' MEMORIAL HOSPITAL INC., a Florida Not-  
for-Profit Corporation**, who personally appeared before me at the time  
of notarization.

NOTARY:

(SEAL)



[Signature]  
☒ personally know to me  
☐ produced \_\_\_\_\_  
As identification

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN AGREEMENT BETWEEN THE BOARD AND DOCTORS' MEMORIAL HOSPITAL (DMH) AGREEING TO PROVIDE HEALTH CARE SERVICES FOR PRISONERS AT A 40% DISCOUNT RATE.

**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:** THE BOARD TO CONSIDER APPROVING AGREEMENT TO CONTINUE ITS AGREEMENT FOR INMATE MEDICAL SERVICES

**Recommended Action:** APPROVE

**Fiscal Impact:**

**Budgeted Expense:** YES

**Submitted By:** DOCTORS' MEMORIAL HOSPITAL

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE BOARD HAS MAINTAINED THIS AGREEMENT TO PROVIDE MEDICAL SERVICE RATES TO INMATES FOR SEVERAL YEARS.

**Options:** APPROVE/DISAPPROVE/EDIT

**Attachments:** AGREEMENT

## AGREEMENT

TAYLOR COUNTY, hereinafter referred to as the County and DOCTORS MEMORIAL HOSPITAL, hereinafter referred to as the Hospital enter into the following agreement:

1. The County needs healthcare services for prisoners in the custody of the Taylor County Jail.
2. The Hospital shall provide healthcare services to the county for its prisoners at the Hospital at a 40% discount off hospital charges.
3. The Hospital will invoice the County Administrator on or about the 5<sup>th</sup> of each month for the services rendered to the county prisoners during the previous calendar month. Such invoices shall show at a minimum:
  - (a) Name of the prisoner treated
  - (b) Date(s) of service
  - (c) Itemized bill of services rendered on such date(s)
  - (d) The discount for the services
  - (e) Amount to be paid
4. The County will use its best efforts to reimburse the Hospital for those services within 45 days receipt of the invoice.
5. This Agreement has a term of one (1) year from the date of signing, and can be renewed on an annual basis by agreement of both parties.
6. Either party may terminate this agreement by giving the other party sixty (60) days written notice.
7. If any part of this agreement is determined to be not in compliance with any state, federal or county law or ordinance, the parties agree to use all due diligence to bring the agreement unto compliance within forty-five (45) days of notice of non-compliance.

8. The contact person for the County is:

Mr. Jack R. Brown, County Administrator  
201 E. Green Street  
Perry, FL 32347  
850-838-3500

8. The contact person for the Hospital is:

Gen Forbes, CEO  
Doctors Memorial Hospital  
333 N. Bryon Butler Parkway  
Perry, FL 32348

DATED this 11<sup>th</sup> day of September, 2012.

COUNTY

HOSPITAL

Board of County Commissioners

Doctors' Memorial Hospital, Inc.

Taylor County, Florida

d/b/a Doctors' Memorial Hospital

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

By: Gen Forbes

Title: \_\_\_\_\_

Title: Doctors' Memorial CEO

Date: \_\_\_\_\_

Date: 9/11/12

19

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVING TAYLOR COUNTY AS AN AREA OF OPERATION FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**

**Meeting Date:**

October 1, 2012

**Statement of Issue:** The Escambia County Housing Finance Authority (the "Authority") is requesting the Board of County Commissioners (the "Board") of Taylor County, Florida (the "County") to adopt the attached resolution approving the territorial boundaries of the County as an "Area of Operation" of the Authority for the purpose of financing or refinancing the costs of acquiring and the upgrading, reconditioning, rehabilitating, improving and beautification (the "Improvements") by New Tidewater Apartments, LLC, a limited liability company of the State of Florida, or its affiliate (the "Company"), of an existing low-income multifamily rental housing facility presently containing 100 units and known as Perrytowne Apartments (also known as Tidewater Apartments), located at 500 South Warner Avenue, Perry, Florida 32348 (the "Facility").

**Recommendation:** Adopt attached resolution of the Board.

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

**Submitted By:** McGuireWoods LLP, bond counsel to the Authority

**Contact:** Richard I. Lott, Partner, McGuireWoods LLP, 50 North Laura Street,  
Suite 3300, Jacksonville, Florida 32202  
904.798.2671 or rlott@mcguirewoods.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Company has requested the Authority issue its Multifamily Housing Revenue Bonds (the "Bonds") for the purpose of financing or refinancing the acquisition of and Improvements herein described to the Facility. The Facility is located within the territorial limits of the County. Chapter 159.603(1), Florida Statutes, requires Taylor County approve the County as an "Area of Operation" for the Authority. The Company is engaged in developing, rehabilitating, owning, and operating multifamily rental housing facilities for persons of low, very low, middle, and moderate income. The contemplated financing will allow the Facility to

continue to comply with all applicable tenant eligibility requirements and will not change the nature or character of the Facility. The manager of the Facility upon acquisition will be Asset Management & Consulting Services, Inc. It is contemplated that the current use or occupants of the Facility will not change except as to the normal attrition of residents typical for these units.

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**Options:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**Attachments:**

1. Resolution \_\_\_\_\_
2. \_\_\_\_\_

## Dustin Hinkel

---

**From:** Bell, Jackie B. <JBell@mcguirewoods.com> on behalf of Lott, Richard I. <RLott@mcguirewoods.com>  
**Sent:** Tuesday, September 25, 2012 12:44 PM  
**To:** Dustin Hinkel  
**Cc:** 'lawbishop@fairpoint.net'; Bell, Jackie B.; Lott, Richard I.; 'Elbert Jones'; 'Karyn Norton'  
**Subject:** Taylor County Board of County Commissioners - Agenda Item for October 1, 2012 Meeting  
**Attachments:** Active\_42031379\_1\_Taylor County BCC Resolution (AofOperation Approval) v1.DOC; Active\_42038483\_1\_Taylor County Public Agenda form.DOC

Mr. Hinkle, I am bond counsel to the Escambia County Housing Finance Authority (the "Authority"). In accordance with a brief conversation with you a couple of weeks ago by my assistant, I am attaching the required form for requesting an item be placed on the agenda for consideration by the Taylor County Board of County Commissioners (the "Board"). The item is a request that the Board consider at its meeting scheduled October 1, 2012, the adoption of a resolution approving the territorial limits of Taylor County as an "Area of Operation" for the Authority for the purpose more fully described in the attached form and resolution.

Note that I am copying Conrad Bishop so that he is advised concerning the request. I am available to answer any questions or address any concerns whatsoever. Of course, Elbert Jones, Executive Director for the Authority is also available. His phone is 850.432.7077 and he is copied on this email. My contact information is found below.

Thanks very much for your assistance in this matter.

Best Regards,  
Richard Lott

McGuireWoods LLP  
Bank of America Tower  
50 North Laura Street  
Suite 3300  
Jacksonville, FL 32202-3661  
904.798.2671 (Direct Line)  
904.798.3268 (Fax)  
[rlott@mcguirewoods.com](mailto:rlott@mcguirewoods.com)  
<http://www.mcguirewoods.com>

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*This e-mail may contain confidential or privileged information. If you are not the intended recipient, please advise by return e-mail and delete immediately without reading or forwarding to others.*

## **RESOLUTION**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVING TAYLOR COUNTY AS AN AREA OF OPERATION FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY WITH RESPECT TO THE FINANCING OR REFINANCING BY THE AUTHORITY OF THE ACQUISITION, UPGRADING, RECONDITIONING, REHABILITATING, IMPROVING AND BEAUTIFYING OF A MULTI-FAMILY HOUSING FACILITY LOCATED IN TAYLOR COUNTY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA,**

### **SECTION 1. AREA OF OPERATION EXTENDED.**

Pursuant to Section 159.603(1), Florida Statutes, the Escambia County Housing Finance Authority is authorized to operate within Taylor County, Florida, for the purpose of financing or refinancing the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification by New Tidewater Apartments, LLC, a limited liability company of the State of Florida, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner, of an existing low-income multifamily rental housing facility presently containing 100 units known as Perrytowne Apartments (also known as Tidewater Apartments), located at 500 South Warner Avenue, Perry, Florida 32348.

### **SECTION 2. REPEALING CLAUSE.**

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

### **SECTION 3. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of October, 2012

(SEAL)

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

By: \_\_\_\_\_  
Patricia Patterson, Chair

ATTEST:

By: \_\_\_\_\_  
Annie Mae Murphy, Clerk of the Court

## **RESOLUTION**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVING TAYLOR COUNTY AS AN AREA OF OPERATION FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY WITH RESPECT TO THE FINANCING OR REFINANCING BY THE AUTHORITY OF THE ACQUISITION, UPGRADING, RECONDITIONING, REHABILITATING, IMPROVING AND BEAUTIFYING OF A MULTI-FAMILY HOUSING FACILITY LOCATED IN TAYLOR COUNTY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

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**PASSED AND ADOPTED** this 1<sup>st</sup> day of October, 2012

(SEAL)

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

By: \_\_\_\_\_  
Patricia Patterson, Chair

ATTEST:

By: \_\_\_\_\_  
Annie Mae Murphy, Clerk of the Court

20

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Big Bend Water Authority Request of Taylor County to appoint new board of director from list of applicants



**MEETING DATE REQUESTED:**

Oct 1 2012

**Statement of Issue:** Request of Taylor County Board of County Commissioners to appoint new board member to BBWA

**Recommended Action:** APPOINT 1 INDIVIDUAL

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** Mark Reblin

**Contact:** Mark Reblin Interm GM of BBWA

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** PER ITS INTERLOCAL AGREEMENT, THE BOARD MUST APPOINT A TAYLOR COUNTY RESIDENT TO THE BBWA BOARD.

**Options:**

**Attachments:** APPLICATIONS  
ADVERTISEMENT

# BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: STANLEY L. RIDGEWAY

MAILING ADDRESS: PO BOX 1058

CITY: STEINHATCHEE STATE: FLORIDA ZIP: 32259

HOME PHONE: 352-498-2556

WORK PHONE: —

EMAIL: ridgreys@swic.net

EMPLOYER: —

JOB TITLE: —

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 12

REGISTERED VOTER IN TAYLOR COUNTY: YES: ☒ NO: ☐

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: ☒ NO: ☐

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

PREVIOUS BBWA DIRECTOR

IN A PREVIOUS LIFE I WAS A CONSTRUCTION  
PROJECT MANAGER OVER PROJECTS WHICH  
INCLUDED - WATER & SEWER PLANTS AND  
DISTRIBUTION & COLLECTION LINES.

I FEEL THE ABOVE WILL BE HELPFUL  
IN BBWA SEWER EXPANSION PROJECT WHICH  
IS CURRENTLY UNDER WAY

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

9-5-12  
DATE

Stanley L. Ridgway  
SIGNATURE

# BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Adriana Nyberg

MAILING ADDRESS: P.O. Box 993

CITY: Stanhatchee STATE: FLORIDA ZIP: 33259

HOME PHONE: (352) 498-0266

WORK PHONE: \_\_\_\_\_

EMAIL: DonMickey@bellsouth.net

EMPLOYER: Retired

JOB TITLE: —

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 15

REGISTERED VOTER IN TAYLOR COUNTY: YES: X NO: \_\_\_\_\_

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: X NO: \_\_\_\_\_

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

Professional CPA Retired  
held BBWA position 4 years

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8-14-12  
DATE

Adriana Nyberg  
SIGNATURE

Adriana "Mickey" Nyberg  
P.O. Box 993  
Steinhatchee, FL.  
September 13, 2012

Taylor County Board of County Commissioners  
Perry, Florida

Dear Board Members:

Enclosed is a copy of my resume to assist your decision as Board of Big Bend Water Authority in Steinhatchee.

I have served on the Board for the last four years. The first year on the Board I was shocked to find they had spread sheet, segmented records but did not maintain a General Ledger or able to present a complete Financial Statement. The books were in very bad conditions although they had audits yearly. I discovered the Auditors had overlooked over \$700,000.00 of liabilities and other errors.

Last month I signed my name on the new sewer project and would like to finish the job during construction as this is a Federal grant and we must keep a sharp look out for error or oversights of our charges to the project.

As a native Floridian by many generations and I left our state to find stable work as a single mother of four small children. I was lucky and found the fishing and hunting that I would miss if I found work in metropolitan areas. My family thought I had dropped off the map when they heard I ended up in Fairbanks, Alaska still driving my old station wagon and towing my one possession a boat with four babies

Thank you for backing me for the last four years and would like the opportunity to finish this major project.

Attachment: Condensed copy of my resume

## **Adriana "Mickey" Nyberg, CPA**

Post Office Box 993, Steinhatchee, FL 32359: 352-498-0666 ■ Email: donmickey@bellsouth.com

---

**: Accounting Manager / Sr. Accountant / Financial Analyst**

*Dedicated CPA with fifty years of experience developing and implementing financial systems, strategies, processes and controls that significantly improve P&L scenarios. Expert in establishing accounting functions, systems and best practices; cost-reduction, automation and tax strategies; and lasting business relationships to ensure goal-surpassing fiscal performance. Best known for a then, new task of forensic accounting discrepancies*

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### **Education & Licenses**

---

**Certified Public Accountant, State of Alaska**

**UNIVERSITY OF ALASKA & FLORIDA STATE COLLEGES**

**Bachelor of Science in Accounting**

**Certified: American Payroll Association Charter Member**

**Licenses: Private Pilot, Real Estate, Master Gardener and Dispensing of Chemicals**

**Board Member: Garden Club of Florida Director III District, Steinhatchee Project Board, PAWS, American Legion Aux.**

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### **Experience**

---

**University of Alaska Statewide 1985-2000 Retired**

**Position: Director of Statewide Payroll and Human Resource**

I worked in the Statewide offices of the University of Alaska. The UA system's largest hubs are University of Anchorage, Fairbanks, & Juneau and outlying area's supporting Community Colleges. Approximately 35,000 students covering 500 unique degrees. The university employees roughly 7,000 people and contribute approximately \$1 billion dollars annually to the Alaska economy.

---

**RAY KOHLER CPA FIRM 1970-1984**

**Position: CPA service for clients' accounts.**

**Perform audits for various clients. Provide Office Management advice.**

**Leased out to the Alyeska Pipeline Building process and the construction the largest project which had never been undertaken under extreme conditions**

**After construction I was transferred by the firm and my position as Comptroller for the North Pole Refinery first build in Alaska. Mr. Kohler was a major stockholder and appointed me for that position.**

# Classifieds

**DEADLINES:**  
The deadline for classified ads are  
5 p.m. for the *Taco Times* and Wedn  
5 p.m. for the *Perry News-Herald*.

rk cars and trucks, free  
days a week. Call (386)  
r (904) 887-8513.  
10



i. Walker dog, female.  
with white on face and  
lar. If seen call Acay  
548 or 584-3044.  
24



Jeffland is your factory  
alm Harbor  
ed Homes and  
mea. (877) 372-4941.  
ar In Chiefland.  
24, CG

80 manufactured  
and set-up with A/C,  
d steps, double pane  
upgrade insulation. Just  
377) 372-4941. It's  
1 Chiefland.  
24, CG

MOBILE HOMES, (877)

24, CG

anted to participate in  
nment program. Hurry,  
ining out for -0- down.  
372-4941. ITS  
1 IN CHIEFLAND.  
24, CG

3BR/2BA, DW on 2 acre lot.  
CH&A, stove, refrigerator. Robert  
Amian Rd., \$750 monthly. Call  
578-2240 or 843-1802.  
08/15 - 08/24

2 bedroom, 1 bath MH. Off N.  
Page Rd., 2.14 acres, private.  
\$500 monthly, first, last and  
security. (727) 433-4514.  
08/01 - 08/24

3/BD, 2/BA, located off Puckett  
Road on Oxford Street. \$850  
monthly and \$300 deposit. Call  
584-7094 for application  
information. Must have excellent  
references.  
EMHP, tin

## TIDEWATER APARTMENTS

Under New Management --  
2-3 BR apartments available.  
Special Move-In Pkg. Rent  
based on income. Water/Gas  
furnished. On-site Laundry.  
Close to City/Water Parks,  
Boys & Girls Club, and  
Shopping Plazas. Public  
Transportation available.  
Call 850-584-8842.  
TDD 711, EHO.

Section 8 Affordable Multifamily  
Housing  
tin

Taking applications for 2 BD/2  
Bath home located in Everatts  
Mobile Home Park. Includes  
water, sewer and garbage, \$480  
monthly, \$300 deposit.  
References required, apply in  
person at Perry Repo Outlet, Ma.  
Betty 584-7094.

Westgate Rooms available for  
rent, refrigerator, microwave, TV  
w/cable, AC/Heater. Everything  
included. \$175- \$240 weekly, \$40  
daily, \$595-\$635 per month.  
RV sites \$20 daily, \$100 weekly,  
\$350 monthly. Tax included. 1627  
S. Byron Butler Pkwy. 850-299-  
8554.  
LS, tin

Very clean 2BR/2BA mobile home  
situated on nice, shady lot with  
large screened porch, screened  
patio, covered porch entrance.  
\$650 monthly, includes, stove,  
refrigerator, dishwasher, washer  
and hookup for dryer. Property  
located at 2788 Johnson Strippling  
Rd. Deposit required with  
references. Please call 838-5718.  
08/03 - 08/29

## STEINHATCHEE PLACE RESORT

Furnished 1 and 2 bedroom  
apartments for rent \$600 to \$800.  
Included with rent is full cable t.v.,  
Internet, hot tub, one block, one  
block to river and new boat  
landing. Call 352-498-7740 if no  
answer 813-677-8840.  
SPR, tin

Beautiful fully furnished and newly  
remodeled 1 bedroom, 1 bath  
apartment. Fenced patio, family  
room, kitchen with dining room.  
Includes cable, electric, water and  
garbage. \$240 weekly, \$950  
monthly and \$50 deposn. Call  
(305) 970-1653.  
LS, tin

2 bedroom, 2 bath, double wide  
with some recent renovations.  
Nice country setting 5 minutes  
north of Perry. Nopats, no  
smokers. Call 838-5338.  
08/08 - 08/31, AR

Rooms available at Skylark Motel  
everything included for monthly  
\$595 (required \$45 deposit),  
\$175-\$240 weekly or \$40 daily  
(tax included). 317 N. Byron Butler  
Pkwy. (305) 970-1653.  
LS, tin



08/22 - 08/24

For sale. 2002 Suburban 204,000  
miles. Well maintained and in  
good condition. \$5,000, call (850)  
371-1800.  
08/17 - 08/07



**HELP  
WANTED**  
**BIG BEND WATER AUTHORITY**  
is accepting applications for board  
members in the Steinhatchee,  
(Taylor County) area. Anyone  
interested please call Mark  
Reblin, BBWA General Manager,  
at 352-498-3578.  
08/22, BBWA

The City of Madison, Florida has  
the following position open:  
Firefighter II/EMT. Apply at  
www.WorkforceFlorida.com or  
visit your local workforce office.  
08/22 - 08/24, COM

**ACCOUNTING POSITION**  
Immediate opening for someone  
with accounting skills. May be  
degreed and/or experienced. Must  
be competent and enjoy working  
with numbers. Hours 8:00 a.m. -  
5:00 p.m. Compensation open,  
based on skills. Normal vacation,  
sick leave, holiday pay. Bring  
resume, work and salary history,  
along with references. Please  
apply in person. Ware Oil &  
Supply Co., Inc., 2715 S. Byron  
Butler Pkwy., Perry, FL 32348.  
WC

Taylor County Board of County  
Commissioners  
Fire Fighter/Paramedic (full  
time) - \$11.10/hr  
HEO I, Truck Driver (part time) -  
\$9.31/hr

Applications and job description  
can be obtained from  
www.taylorcountygov.com  
MOBILE CAREER LAB at Perry  
Square (Save-A-Lot and Goodwill  
parking lot) on Tuesdays,  
Wednesdays, or Thursdays 9:00  
a.m. - 4:00 p.m.; or Workforce.  
Positions are open until filled.  
Taylor County Board of  
Commissioners is an EOE, VP, DT  
and background checking.

P.O. BOX 1040  
Mayo, FL 32066  
386.294.3858 Phone  
386.294.3881 Fax  
E m a i l :  
cpulliam@3driverslibrary.com  
TRRLS, 08/22

Advent Christian Village  
Current JOBS Line Advertisement  
call (386)658-5827 or visit  
www.acvillage.net  
24 hrs/day, 7 days/week  
Be your BEST, Among the BEST  
CNA

FT/PT long-term care setting;  
Florida unrestricted certification &  
current CPR required; prior long-  
term care experience preferred.  
Must be committed to the highest  
quality of compassionate care.  
FT positions include health,  
dental, life, disability,  
supplemental insurance; 403B  
retirement account paid time off,  
access to onsite daycare and  
fitness facilities. Apply in person at  
Personnel Office Monday through  
Friday from 9:00 a.m. until 4:00  
p.m., or fax resume/credentials to  
(386) 858-5160. EOE/Drug-Free  
Workplace/Criminal background  
checks required.

require  
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the hiring  
office  
veterans  
receive pr  
by the  
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08/08 - 01

## SER

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if age 11  
and avei  
362-1061  
class sch  
08/01 - 0

## PROVIDING SERVICE WITH OUR HEARTS AND HANDS

is what you want to do... Train to be a  
Certified Nursing Assistant

Are you looking for a New Career?

### You Must:

- Have Good Communication Skills
  - Be Customer Service Oriented
- Stop by the facility to learn more  
about our CNA classes

**Looking for a re  
or semi-retired, exp**  
**WEB PRESS**  
**for a few days/**  
**Perry Newspaper**

**Good pay** **Apply I**  
**123 5. J**

**Padgett Tree Serv**  
**We Trim & Remov**  
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**License**  
**FREE**  
**(850) 8**

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Requesting approval of EMS County Grant Application, Resolution, and Request For Grant Fund Distribution to be submitted to the Florida Department of Health EMS County Grant Program on behalf of Doctors' Memorial Hospital (DMH).

**MEETING DATE REQUESTED:**

October 1, 2012

**Statement of Issue:** The County is eligible to submit grant application on behalf of Doctors' Memorial Hospital EMS for a maximum amount of \$3,362.00. The Grant will be requesting funding assistance to purchase EMS training equipment requested by EMS Director Marty Tompkins, and approved by Geri Forbes, Interim CEO at DMH. The County is required to be the grant administrator and applicant to receive this funding on behalf of EMS.

**Recommended Action:** Approve EMS County Grant Application, Resolution, and Request For Grant Fund Distribution.

**Fiscal Impact:** \$3,362.00 to the County to be used only for EMS. The cost of the requested equipment is \$23.70 more than the maximum grant request and DMH will be responsible for this.

**Budgeted Expense:** Not Applicable

**Submitted By:** Melody Cox, Grants

**Contact:** Melody Cox, Grants

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

**History, Facts & Issues:** The County is eligible to receive a grant in the amount of \$3,362.00 to be used strictly for the improvement and/or expansion of the County's emergency medical services. DMH EMS has provided Grants staff a list of training equipment needed to improve service. The County is required to be the applicant and administrator of this grant.

**Attachments:** EMS County Grant Application, Resolution, and Request For Grant Fund Distribution.

## **EMS COUNTY GRANT APPLICATION**

### **FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services**

**Complete all items**

**ID. Code** (The State Bureau of EMS will assign the ID Code – leave this blank) **C**

<b>1. County Name:</b> Taylor County
<b>Business Address:</b> 201 E. Green Street
Perry, Florida 32347
Telephone: 850-838-3553
Federal Tax ID Number (Nine Digit Number). VF 5 9 6 0 0 0 8 7 9

<b>2. Certification:</b> (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.	
Signature:	Date: Oct. 1, 2012
Printed Name: Patricia Patterson	
Position Title: Chairman	

<b>3. Contact Person:</b> (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name: Melody Cox	
Position Title: Grants Director	
Address: 201 E. Green Street	
Perry, Florida 32347	
Telephone: 850-838-3553	Fax Number: 850-838-3563
E-mail Address: grants.coordinator@taylorcountygov.com	

<b>4. Resolution:</b> Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.
--

<b>5. Budget:</b> Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)
Doctors' Memorial Hospital Emergency Medical Services, Taylor County

**BUDGET PAGE****A. Salaries and Benefits:**

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	0

**B. Expenses:** These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
TOTAL	\$ 0

**C. Vehicles, equipment, and other operating capital outlay** means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
Economy adult sani-manakin (4pk) with carry case	\$335.70
BLS trainer full body with carry bag	\$1,065.00
Airway trainer 3 year old child with carry bag	\$645.00
ECG training vest	\$800.00
I.V. Hand and arm training set	\$425.00
Arrythmia Recognition CD-ROM.	\$115.00
TOTAL	\$3,385.70
Grand Total	\$ <u>3,385.70</u>

**FLORIDA DEPARTMENT OF HEALTH  
EMS GRANT PROGRAM**

**REQUEST FOR GRANT FUND DISTRIBUTION**

In accordance with the provisions of Section 401.113(2)(a), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

**DOH Remit Payment To:**

Name of Agency: Taylor County Board of Commissioners

Mailing Address: 201 E. Green Street

Perry, Florida 32347

Federal Identification number 59-6000879

Authorized Official: \_\_\_\_\_

Signature

Date

Patricia Patterson, Chairman

Type Name and Title

*Sign and return this page with your application to:*

*Florida Department of Health  
BEMS Grant Program  
4052 Bald Cypress Way, Bin C18  
Tallahassee, Florida 32399-1738*

**Do not write below this line. For use by Bureau of Emergency Medical Services personnel only**

Grant Amount For State To Pay: \$ \_\_\_\_\_ Grant ID: Code: \_\_\_\_\_

Approved By : \_\_\_\_\_  
Signature of EMS Grant Officer Date

State Fiscal Year: \_\_\_\_\_ - \_\_\_\_\_

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>
64-42-10-00-000			750000

Federal Tax ID: VF \_ \_ \_ \_ \_

Grant Beginning Date: \_\_\_\_\_ Grant Ending Date: \_\_\_\_\_



## 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  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

Upon motion of Commissioner \_\_\_\_\_ with second by Commissioner \_\_\_\_\_ and a vote of \_\_\_\_\_ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

### RESOLUTION

**WHEREAS**, THE STATE OF FLORIDA, DEPARTMENT OF HEALTH HAS ESTABLISHED THE COUNTY EMERGENCY MEDICAL SERVICES GRANT PROGRAM, AND;

**WHEREAS**, TAYLOR COUNTY BOARD OF COMMISSIONERS IS ELIGIBLE TO RECEIVE AN AWARD UNDER THIS PROGRAM, TO IMPROVE THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM;

**THEREFORE BE IT RESOLVED**, THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS CERTIFIES THAT GRANT FUNDS RECEIVED FROM THE COUNTY EMERGENCY MEDICAL SERVICES AWARD WILL IMPROVE AND EXPAND PRE-HOSPITAL EMERGENCY MEDICAL SERVICES AND THE THAT THE GRANT MONIES WILL NOT BE USED TO SUPPLANT EXISTING COUNTY EMERGENCY MEDICAL SERVICES BUDGET ALLOCATIONS.

**DONE AND ORDERED** IN REGULAR SESSION AT PERRY, FLORIDA THIS 1<sup>st</sup> DAY OF OCTOBER 2012, A.D.

**Board of County Commissioners  
Taylor County, Florida**

By: \_\_\_\_\_  
**Patricia Patterson, Chairman**

Attest: \_\_\_\_\_  
**Annie Mae Murphy, Clerk**

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Request for Board approval to hold a public hearing on October 16, 2012, to consider a right-of-way abandonment application to close a portion of Pine Isle Drive at Keaton Beach.

**MEETING DATE REQUESTED:**

October 1, 2012

**Statement of Issue:** Board to consider a right-of-way abandonment application submitted by Foley Timber & Land Company to close a portion of Pine Isle Drive at Keaton Beach.

**Recommendation:** Approve holding public hearing

**Fiscal Impact:** N/A

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Planning Department received a right-of-way abandonment application from the Foley Timber & Land Company on September 26, 2012. The applicant is requesting the Board consider closing a portion Pine Isle Drive at Keaton Beach, near the marina. A right-of-way abandonment request requires a noticed public hearing before the County Commission. Notification of the public hearing is ran in the local newspaper and sent to all property owners within 500-feet of the subject property.

Planning Department staff respectfully requests that the Board approve the request to hold a public hearing on October 16, 2012.

**Options:**

1. Approve the public hearing request.
2. Deny the public hearing request.

**Attachments:**

1. Copy of the application.
2. Location map.

# Foley Timber and Land Company

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

September 25, 2012

Mr. Jack Brown  
County Administrator  
Taylor County Board of County Commissioners  
201 E. Green St.  
Perry, Florida 32347

RE: Foley Timber and Land Company Petition for Taylor County to Abandon Right of Way for Pine Island Drive, dated September 25, 2012

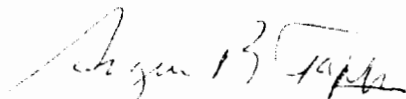
Dear Mr. Brown:

The purpose of this letter is to provide a statement detailing relevant reasons the Taylor County Board of County Commissioners should support the request to abandon the Right of Way (ROW) in the referenced Petition.

Foley Timber and Land Company is the owner of all adjoining private property to the ROW. The ROW does not benefit the public and abandonment is not a burden upon the County. Taylor County removed the Pine Island Drive bridge which formerly traversed the Keaton Beach canal and subsequently abandoned that portion of ROW abutting the canal lying opposite the Keaton Beach Marina, deeding it to the adjoining land owners. By the County abandoning the ROW subject to this Petition, and deeding it to its adjoining land owner, the land will become taxable and Foley will begin to pay ad-valorem taxes on the property. Further, the County will remove its liability on the roadway and avoid costs of maintaining the ROW in the future. It will also help to ensure the long term viability of the Keaton Beach Marina and its service to the citizens and visitors of Taylor County as an access point to the Gulf of Mexico.

Please contact me with any questions you may have.

Sincerely,



Angus B. Taff, III  
Sr. Vice President - Planning

MALCOLM PAGE  
District 1

MARK WIGGINS  
District 2

LONNIE HOUCK  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00      DATE: 9/25/12      RECEIPT #: \_\_\_\_\_

ROAD NAME: Pine Island Drive

PHYSICAL LOCATION: Keaton Beach Marina

APPLICANT: Foley Timber and Land Company, Limited Partnership

ADDRESS: 1700 Foley Lane, Perry, Florida 32347

PHONE #: (850) 838-2200

#### ADJOINING PROPERTY OWNER(S)

NAME: Foley Timber and Land Company, Limited Partnership      SIGNATURE: *[Signature]*

ADDRESS: 1700 Foley Lane Perry Florida 32347      PHONE: (850) 838-2200

NAME: \_\_\_\_\_      SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_      PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_      SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_      PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_      SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_      PHONE: \_\_\_\_\_

#### PETITION TYPE

Plat: \_\_\_\_\_      Portion of plat: \_\_\_\_\_      Right-of-way: X      Public easement: \_\_\_\_\_

Public interest in private right-of-way: \_\_\_\_\_

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

### **STATEMENT**

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE:

Angus B. Taff, III

### **NOTE**

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY:

Angus B. Taff, III, Sr. Vice President - Planning

Print Name

SIGNATURE:

Angus B. Taff, III

### DEED INFORMATION

Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.

APPLICANT:	<u>Foley Timber and Land Company, Limited Partnership</u>	Relationship
	<u>1700 Foley Lane</u>	<u>owner</u>
	<u>Perry, Florida 32347</u>	
	_____	_____

ADJOINING PROPERTY OWNER:	<u>Foley Timber and Land Company, Limited Partnership</u>	Relationship
	<u>1700 Foley Lane</u>	<u>owner</u>
	<u>Perry, Florida 32347</u>	
	_____	_____

ADJOINING PROPERTY OWNER:	_____	Relationship
	_____	_____
	_____	_____

ADJOINING PROPERTY OWNER:	_____	Relationship
	_____	_____
	_____	_____

## **ROAD CLOSING PROCESS**

1. SUBMIT COMPLETED APPLICATION WITH ALL ATTACHMENTS AND \$250.00 APPLICATION FEE (NON-REFUNDABLE).
2. APPLICATION REVIEWED BY PLANNING STAFF.
3. IF FOUND INCOMPLETE, APPLICATION WILL BE RETURNED TO APPLICANT FOR REVISION.
4. ONCE FOUND COMPLETE, ITEM PLACED ON NEXT AVAILABLE COUNTY COMMISSION MEETING FOR APPROVAL TO HOLD PUBLIC HEARING.
5. PUBLIC NOTICE RAN IN LOCAL NEWSPAPER 10-DAYS PRIOR TO PUBLIC HEARING. (advertising cost must be paid by applicant)
6. PUBLIC HEARING HELD BEFORE COUNTY COMMISSION.
7. RESOLUTION ADVERTISED IN LOCAL NEWSPAPER (advertising cost must be paid by applicant).
8. RECORDING OF DEEDS AT THE COUNTY CLERK'S OFFICE.

# Taylor County Growth Management Division

## Legend

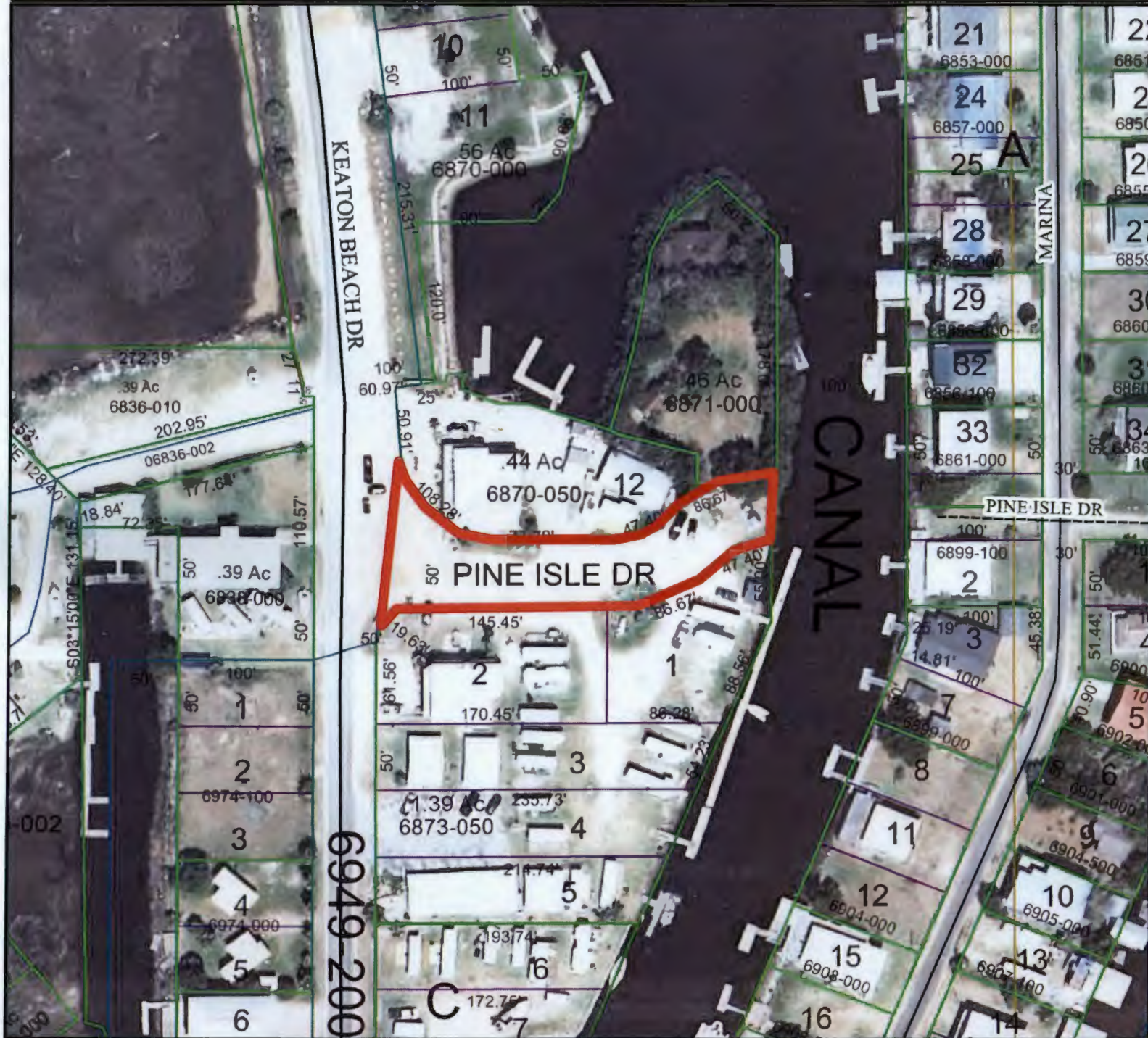
- State/ US Highway
- Major Road
- Minor Road
- Graded Road



1 inch = 100 feet  
Printed On: Sep 26, 2012



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT  
This information was compiled from the best information available and the Taylor County Board of County Commissioners assumes no responsibility for errors or omissions.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A REQUEST TO TRANSFER \$20,000 FROM RESERVES FOR CONTINGENCY TO THE COUNTY JAIL BUDGET TO PAY FOR YEAR-END BUDGET OVERAGES FOR INMATE MEDICAL CARE, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:** THE BOARD TO CONSIDER APPROVING REQUEST FOR TRANSFER OF FUNDS

**Recommended Action:** APPROVE

**Fiscal Impact:** \$20,000

**Budgeted Expense:** NO

**Submitted By:** DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** INMATE MEDICAL CARE AND PRESCRIPTIONS WAS INITIALLY FUNDED AT \$100,000. THE BOARD APPROVED AN INITIAL TRANSFER OF \$15,000 AT THE AUGUST 21 REGULAR MEETING. SINCE THE TRANSFER THE JAIL HAS INCURRED SEVERAL LARGE BILLS FROM MEDICAL EMERGENCIES THAT HAVE NOT MET THE BOARD'S CATASTROPHIC INSURANCE POLICY THRESHOLD. CURRENT EXPENSES HAVE TOTALED \$121,812.

**Options:** APPROVE/DISAPPROVE/EDIT

**Attachments:**

<b>TAYLOR COUNTY BOARD OF COMMISSIONERS</b>	
<b>County Commission Agenda Item</b>	
<b>SUBJECT/TITLE:</b>	Board to flip a coin to select a firm to provide Program Administration Services for the FFY 2012-2013 Community Development Block Grant (CDBG) and Related Programs. Jordan & Associates and Guardian Community Resources Management, Inc. had a tie score when ranked by the review committee.
	
<b>MEETING DATE REQUESTED:</b>	October 1, 2012

**Statement of Issue:** Board to flip a coin to select a firm to provide the County Program Administrative Services FFY 2012-2013 for CDBG and Related Programs.

**Recommended Action:** Board to flip a coin per the advice of representatives from DEO, the grant funding agency and review of the County Attorney.

**Fiscal Impact:** The administrative service fees will be grant funded.

**Budgeted Expense:** Y/N      Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Jordan & Associates and Guardian Community Resources Management, Inc. received a tie score by the review committee. Per the advice of DEO and review by the County Attorney it was determined a random process, such as flipping a coin would be the best way to select a firm. DEO does not allow for the firms to be re-ranked. Both firms met the requirements outlined in the RFP and submitted all required documents.

**Attachments:** Not Applicable

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO DISCUSS OPTIONS AND CONSIDER APPROVAL OF RENEWAL QUOTES FOR INMATE MEDICAL INSURANCE, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

OCTOBER 1, 2012

**Statement of Issue:**

**THE BOARD TO CONSIDER OPTIONS FOR CONTINUING TO PROVIDE FOR INSURANCE COVERAGE**

**Recommended Action:**

**CHOOSE OPTION 1 OR 2**

**Fiscal Impact:**

**\$22,000 - \$25,000**

**Budgeted Expense:**

**YES**

**Submitted By:**

**JACK BROWN, COUNTY ADMINISTRATOR**

**Contact:**

**838-3500x7**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE BOARD MAINTAINS INSURANCE COVERAGE IN CASE OF A CATASTROPHIC INJURY OR MEDICAL EMERGENCY SUSTAINED BY AN INMATE.

**Options:**

**DISCUSSION/CHOICE**

**Attachments:**

**QUOTE INFORMATION**

## Dustin Hinkel

---

**From:** Jack Brown  
**Sent:** Tuesday, September 18, 2012 8:51 PM  
**To:** Dustin Hinkel  
**Subject:** Fwd: Renewal Quotation  
**Attachments:** WILLIS ClientBillOfRights.pdf; ATT00001.htm; Property Casualty Standard Terms and Conditions.pdf; ATT00002.htm; Quote 2012-13.pdf; ATT00003.htm

Please add this to the Oct 1st agenda. Thanks! Jack

Sent from my iPad

Begin forwarded message:

**From:** "Ashburn, Pat" <Pat.Ashburn@willis.com>  
**Date:** September 18, 2012 4:49:40 PM EDT  
**To:** 'Dustin Hinkel' <dustin.hinkel@taylorcountygov.com>, Jack Brown <jack.brown@taylorcountygov.com>  
**Cc:** "Dunbar, David" <David.Dunbar@willis.com>, "Hunt, Sarah" <Sarah.Hunt@willis.com>, "Virginia Pickles (BCCPAYABLES@TAYLORCLERK.COM)" <BCCPAYABLES@TAYLORCLERK.COM>  
**Subject:** Renewal Quotation

Good Afternoon Dustin / Jack:

We are pleased to attach your renewal quotation on the Catastrophic Inmate Medical Reimbursement coverage for Taylor County which renews **10/01/2012**.

The quote has been issued based on the information provided on the renewal application. Please review the quote including the Limit of Coverage per Inmate and Specific Deductibles and contact us with any changes that needs to be made. We will work with the insurance carrier to ensure that any changes are updated on your quote as needed.

The quote has two deductible choices for your review. We have been able to hold the rate on your deductible choice from last year of \$15,000 and the (ADM) Average Daily Maximum coverage remains the same at **\$20,000** for the first three days of hospital admission and **\$12,000** (ADM) for each day thereafter.

Please review the quote carefully. Once the renewal decision has been made, please circle and initial the Option of choice and return to me via email or fax at your earliest convenience keeping in mind the renewal date of **10/01/2012**. If there are any errors or discrepancies, or you have any questions or concerns on the coverage or premiums, please do not hesitate to contact us as soon as possible.

The Willis Client Bill of Rights, along with our Terms of Business Agreement / Value Proposition and marketing protocols outline the value of Hunt Insurance Group, LLC/Willis in representing your insurance needs. Copies of these documents can be sent to you upon request.

Your Willis Client Bill of Rights includes a promise that we will disclose to you all compensation received by the Willis Group of companies ("Willis") in connection with your Inmate Medical insurance placement. We are also required to obtain your consent to our compensation prior to binding the coverage. In that regard, please note that unless you instruct us otherwise, your direction to bind coverage and/or payment related to your insurance placement will be deemed your signed, written consent to the compensation disclosed during the quotation process. I have included a copy of the Willis Bill of Rights for your review.

Your satisfaction is important to us. We value your business and sincerely appreciate your confidence in our program over these many years of being able to help protect the Taylor County budget from a catastrophic medical loss.

Take care and we look forward to hearing from you soon.  
Pat

**Pat Ashburn, Underwriter**

Hunt Insurance Group, LLC  
Willis Group, 3606 Maclay Blvd South, Tallahassee, FL 32312  
Direct: 850-385-3636, Fax: 850-385-2124  
[pat.ashburn@willis.com](mailto:pat.ashburn@willis.com)  
[www.willis.com](http://www.willis.com)

**THE WILLIS CAUSE**

- We thoroughly understand our clients' needs and their industries.
- We develop client solutions with the best markets, price and terms.
- We relentlessly deliver quality client service.
- We get claims paid quickly.

...WITH INTEGRITY

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For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit [http://www.willis.com/email\\_trailer.aspx](http://www.willis.com/email_trailer.aspx)

We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this service or learn more about it, please let me know or contact your Client Advocate for full details. ~W67897

---

## **Standard Terms and Conditions for Willis North America Retail Accounts**

Please note the following terms and conditions related to your decision to utilize Willis to purchase insurance coverage, products and/or services:

### **Services and Responsibilities**

The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any material changes in your business operations that may affect our services or the insurance coverages we place for you. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the contract. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the carrier may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.

The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, prepare or forward insurance binders, and review and transmit policies to you.

If your insurance risks are in more than one jurisdiction, we, where required, will liaise between you and insurers to agree how to apportion the premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis is acting in its capacity as an insurance broker. You

should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

We will review all binders, policies and endorsements for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such policies. You agree that you will also review all such documents and advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

## **Confidentiality**

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you, except as directed by you or stated herein. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We may share this information with other affiliated Willis companies in order to help provide our services and for matters connected with the management, development or operation of our and their business, and to the extent we do so, any such affiliated Willis companies will also keep your information confidential subject to our agreement with you. By providing us with data, you agree and represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner and as we reasonably deem advisable in order to provide our services. You also agree that we may aggregate and anonymise your information and may disclose to third parties certain anonymised or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an anonymised basis and as part of an industry or sector-wide comparison. In our use of the information that you provide us, we agree that we will comply with all applicable privacy laws, and that we have implemented and

will maintain commercially reasonable and appropriate security measures in order to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

Willis represents and warrants that, with respect to the personal information of any Massachusetts resident, (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the Agreement Effective Date, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. Willis's information security program shall contain at least the following:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices related to protection of personal information.

### **Carrier Quotes**

The quotes we have provided to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.

A carrier quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the carrier(s) at issue.

## **Compensation and Conflicts of Interest**

Your Willis Client Bill of Rights includes a promise that we will disclose to you all compensation received by Willis in connection with your insurance placement.

To the extent Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

Despite Willis' objections, many insurance carriers have imposed volume-based compensation in certain parts of the US employee benefits business. To continue to serve its clients in this business, Willis has no viable option but to accept this compensation, which it fully discloses, in medical lines only. Contingent commission agreements that Willis inherited with the acquisition of HRH expire in 2011. Willis may accept contingent compensation when it serves as an intermediary to another insurance producer.

WillPLACE, a proprietary online tool, provides Willis brokers with access to global placement information so that we can seek to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis an Administration and Maintenance Fee for reporting on their book of business. Some of these insurers pay Willis an additional fee equal to 1% of the premium cost for placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance.

Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process. Your Willis broker will provide you with additional information on Willis Panels upon request.

Where permitted by applicable law, Willis may assess a policy service fee. The fee is on a per-policy basis and is calculated on the premium amount, per the schedule below:

<u>Premium Amount</u>	<u>Policy Service Fee</u>
<= \$5,000	\$10
\$5,001 - \$10,000	\$50
\$10,001 - \$25,000	\$100
>= \$25,001	\$250

The policy service fee is compensation to Willis for such value-added services and resources including dedicated industry practices, technical resources, placement support and our strategic outcomes practices. The fee is not required by any insurer or regulator, nor is it included in the premium charged. It will be listed separately on your invoice. It is not necessary to procure a policy to obtain many of these and other services on a consultancy basis for a separate fee.

In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to

accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers.

We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis in connection with the placement of the insurance coverage.

We may also provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. We may be compensated by the insurers for these services in addition to any commissions we may receive for placement of your insurance coverages.

Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. Notwithstanding any possible conflict which might exist, we will act in your best interests at all times in providing services to you. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

### **Premium Financing**

You may choose to use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available, but where they are, Willis currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.

## **Premium Payment/Handling of Funds**

You agree to provide immediately available funds for payment of premiums by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We will not be responsible for any consequences that may arise from any delay or failure by you to pay the amount payable by the indicated date.

We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements and restrictions of applicable state and federal insurance laws and regulations and state unclaimed property laws. In some cases we may transfer your funds directly to insurers. In other cases we may be required to transfer your funds to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents for carrying out transactions for you.

## **Surplus Lines Placements**

If a surplus lines, non-admitted and/or non-licensed insurer was used to quote your coverage, their premium rates, coverage terms and policy forms are not regulated by your home state. Their premium is subject to a surplus lines premium tax which is in addition to the premium. In the event of insolvency you will not be indemnified by any state guaranty fund for unpaid claims.

## **Claims**

We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

## **Ethical Business Practice**

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

## **Sanctions**

The sanctions profile of different business(es) may differ on the basis of a number of complex factors. Whether a sanctions program applies to you depends on a number of factors, including your ownership structure, control, location, and the nationality of your employees. In certain circumstances, the United States and other countries prohibit or

restrict companies from conducting business in certain jurisdictions (e.g. Cuba), and can sanction companies who conduct such business. We cannot advise on the applicability of sanctions programs either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should take legal advice as you deem appropriate in this regard.

We will comply with all applicable sanctions programs and you are advised that, where obliged by law, we may have to take certain actions, including freezing of funds held on behalf of parties and individuals as required by sanctions programs.

## **Intellectual Property**

Willis shall own and retain all right, title, and interest in and to the following (collectively, "Willis Property"): (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Accordingly, all rights in the Willis Property are hereby expressly reserved.

## **Electronic Communication**

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

## **Other Agreements**

To the extent there is a conflict between these terms and conditions and a separately negotiated and signed agreement between you and Willis, the relevant portions of the signed agreement will control.

## **Severability**

The provisions of this agreement shall be severable and, in the event any provision or portion of any provision shall be construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

## **Termination**

In the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will process all remaining deposit premium installments on policies in effect at the time of termination. Claims and premium or other adjustments may arise after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, it may be mutually agreed that we will provide services in these areas after the termination of our relationship for mutually agreed additional compensation. The obligations set forth under "Confidentiality" above shall survive any termination of the agreement.

## **Choice of Law**

Our agreement for services shall be governed by and construed in accordance with the laws of the state in which our office is located.

## **Inquiries and Complaints**

Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your account or contact the head of our office. Alternatively, you may call 1-866-704-5115, the toll free number we have set up exclusively for client feedback and complaints.

# CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

**Name of Insured:** Taylor Cty Jail/Taylor Cty BOCC  
**Date of Quote:** 09/18/2012  
**Insurance Carrier:** United HealthCare-OptumHealth  
**Inmate Count:** 87 Inmates

Hunt Insurance Group LLC / Willis  
3606 Maclay Boulevard S, Ste 101  
Tallahassee, FL 32312  
(850) 385-3636 • (850) 385-2124

## COVERAGE BENEFITS:

- Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of **\$20,000 ADM** for the first three days and **\$12,000 ADM** for each day thereafter.

## COVERAGE & PREMIUM BASIS:

	<u>Option 1</u>	<u>Option 2</u>
Limit of coverage per Inmate:	<b>\$250,000</b>	<b>\$250,000</b>
Specific deductible per Inmate:	<b>\$15,000</b>	<b>\$20,000</b>
Current inmate population:	<b>87</b>	<b>87</b>
Rate per inmate, per month:	<b>\$23.50</b>	<b>\$21.61</b>
Total Estimated Annual Premium	<b>\$24,534</b>	<b>\$22,561</b>

## EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

## ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid for 30 days

Florida

# THE WILLIS CLIENT BILL OF RIGHTS


Our Client Bill of Rights is our commitment to upholding the highest standards of integrity in our industry and delivering the Willis Value Experience.

At Willis, our culture and our actions are guided by the following principles:

- 1 Willis represents the client's best interests through our Client Advocacy Model. Willis' global resources and services are committed to understanding the client's company, its industry and its individual needs. Willis' customized recommendations and solutions will be driven by what is in the client's best interests. This is the centerpiece of the value Willis provides its clients.
- 2 At the commencement of every new engagement and at renewal thereafter, Willis will describe the service and value it provides and how it is compensated for it – in plain and simple language as part of our Terms of Business Agreement and our Willis Client Service model.
- 3 Willis will listen before it acts. Its partnerships with clients will be typified by clear, complete and candid communication.
- 4 Clients will have a toll-free number to give Willis feedback on the quality of its services. Clients can comment, critique and suggest areas for improvement. Willis values client input.
- 5 Willis will require that the training its Associates receive includes enhanced emphasis on their duty of care and full disclosure to clients.
- 6 Willis Associates are prohibited from accepting any gifts, entertainment or trips from insurers that could create the appearance of a conflict of interest with its clients.
- 7 Willis will not accept contingency compensation from insurers.\*
- 8 Willis will conduct its business in accordance with its "best practices" guidelines, which are incorporated in our Willis Excellence Model.
- 9 Willis clients will receive the benefits of our *Glocal* approach to service: our global resources delivered locally to help clients realize their highest risk management and business objectives regardless of geography.
- 10 Adherence to these principles will be enforced by a series of enhanced internal controls, including regular compliance reviews, audits and review by the Audit Committee of the Willis Board of Directors.

Willis Toll-free Number: 800 234 8596

*\*Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.*

The Willis logo, featuring the word "Willis" in a stylized, serif font. The letters are white and set against a dark, rectangular background.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF SEPTEMBER, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

**MEETING DATE REQUESTED:**

SEPTEMBER 4, 2012

**Statement of Issue:** Doctors' Memorial Hospital has requested payment for EMS service provided to the County for the month of September.

**Recommended Action:** Approve payment of invoice

**Fiscal Impact:** \$25,000.00

**Budgeted Expense:** Yes

**Submitted By:** Doctors' Memorial Hospital

**Contact:** General Accounting (850) 584-0800

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** Invoice #0128



**DOCTORS'  
MEMORIAL  
HOSPITAL**

**INVOICE**

Board of County Commissioners  
Attn: Jack Brown  
201 East Green Street  
Perry, FL 32347

Invoice Number: 0128  
Invoice Date: September 17, 2012

Invoice for Emergency Medical Services for Taylor County for September 2012.

Please remit \$25,000.00

Please send payment to:

Doctors' Memorial Hospital, Inc.  
P.O. Box 1847  
Perry, FL 32348  
Attention: General Accounting

Thank You!

**APPROVED FOR PAYMENT**

\$

25,000

**BY:**

**DATE:** 10/11/12

**ACCT#:** 0240-53401

**ACCT NAME:** EMS