

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JUNE 18, 2012
5:30 P.M.

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

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

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

AWARDS/RECOGNITION:

4. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION TO STEVE AND DONNA MOODY, FOR 40 YEARS OF VOLUNTEER SERVICE TO TAYLOR COUNTY FIRE RESCUE, AS AGENDAED BY CARL MCAFEE, DEPUTY FIRE CHIEF.
5. THE BOARD TO CONSIDER ADOPTION OF A PROCLAMATION RECOGNIZING THE MONTH OF JULY, 2012, AS WATER SAFETY MONTH, AS AGENDAED BY MORGAN ROCKEY, DEPARTMENT OF CHILDREN AND FAMILIES.

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))

6. THE BOARD TO CONSIDER APPROVAL OF SPECIFICATIONS/ADVERTISING FOR PROPOSALS FOR RUNWAY 18-36 REHABILITATION PHASE II AT PERRY-FOLEY AIRPORT, TO BE RECEIVED BY THE BOARD ON AUGUST 6, 2012, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
7. THE BOARD TO APPROVAL OF SPECIFICATIONS/ADVERTISING FOR PROPOSALS FOR THE PROGRAM ADMINISTRATION SERVICES FFY 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANTS AND RELATED PROGRAMS, TO BE RECEIVED BY THE BOARD ON AUGUST 6, 2012, AS AGENDAED BY THE GRANTS COORDINATOR.
8. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE SMALL COUNTY SOLID WASTE MANAGEMENT GRANT APPLICATION FOR FISCAL YEAR 2012-2013, AS AGENDAED BY THE GRANTS COORDINATOR.
9. THE BOARD TO CONSIDER THE RELEASE OF 3RD. QUARTER FY 11/12 BUDGETED FUNDS, IN THE AMOUNT OF \$12,500.00, AS REQUESTED BY THE TAYLOR COUNTY HEALTH DEPARTMENT.
10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF KEATON BEACH COASTAL PARK UPDATE (AS REQUESTED AT THE JUNE 4, 2012 BOARD MEETING), AS AGENDAED BY THE GRANTS COORDINATOR.

PUBLIC REQUESTS:

11. SCOTT FREDERICK, DIRECTOR, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO REQUEST THE ALLOCATION OF \$60,000 FROM THE RESERVE ACCOUNT FOR ECONOMIC DEVELOPMENT FOR THE START-UP OF MARKETING PROGRAMS.

COUNTY STAFF ITEMS:

12. AVCON, INC., REPRESENTATIVES TO APPEAR TO PRESENT AN UPDATE AND PROGRESS REPORT ON THE STATUS OF THE RUNWAY 18/36 REHABILITATION PROJECT AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.
13. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FISCAL YEAR 2013 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG), AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.
14. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FISCAL YEAR 2013 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT (EMPA), AS AGENDAED BY THE EM DIRECTOR.
15. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LEASE AGREEMENT WITH FOLEY TIMBER & LAND COMPANY FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES, AS AGENDAED BY THE EM DIRECTOR.
16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LETTER OF OPPOSITION TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT'S (FDEM) PROPOSED LOCAL EMERGENCY MANAGEMENT AGENCY TYPING/RANKING PROGRAM CURRENTLY UNDER DEVELOPMENT, AS AGENDAED BY THE EM DIRECTOR.
17. THE BOARD CONSIDER AWARDDING THE BID FOR AN UNINTERRUPTED POWER SUPPLY (UPS) TO OPTIMAL TECHNOLOGIES INTERNATIONAL, LLC, AS AGENDAED BY RENA COURTNEY, E911 COORDINATOR.

GENERAL BUSINESS:

18. THE BOARD TO DISCUSS CITIZEN TIME LIMITS FOR ADDRESSING THE BOARD, AS AGENDAED BY COMMISSIONER FEAGLE.
19. THE BOARD TO DISCUSS THE BRIDGE AND ROAD AT JOHN YARBROUGH'S PROPERTY, AS AGENDAED BY COMMISSIONER FEAGLE.
20. THE BOARD TO DISCUSS AMENDING AGENDAS, AS AGENDAED BY COMMISSIONER FEAGLE.

21. THE BOARD TO DISCUSS A CITIZEN COMPLAINT CONCERNING COMPUTERS AT BOARD MEETINGS, AS AGENDAED BY COMMISSIONER FEAGLE.
22. THE BOARD TO DISCUSS COUNTY WEBSITE ISSUES, AS AGENDAED BY COMMISSIONER FEAGLE.
23. THE BOARD TO DISCUSS THE COUNTY ADMINISTRATOR'S CONTRACT RENEWAL, AS AGENDAED BY COMMISSIONER FEAGLE.

COUNTY ADMINISTRATOR ITEMS:

24. THE BOARD TO CONSIDER A REQUEST FROM LT. SCOTT LEE, FWC, TO ALLOW FWC TO PURCHASE AVIATION FUEL FOR THEIR AIRBOAT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
25. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Examination and approval of invoices

Motion to adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

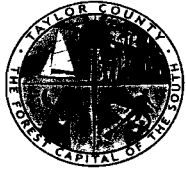
BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approving a resolution and award to Steve and Donna Moody for 40 years of volunteer service to Taylor County Fire Rescue, as agendaed by Carl McAfee, Deputy Fire Chief

MEETING DATE REQUESTED:

6-18-2012

Statement of Issue:

Volunteer Firefighters Steve & Donna Moody are retiring and moving from Taylor County after 40 years of Volunteer service to Taylor County Fire-Rescue. I would like to have the Board of County Commissioners to present an award and resolution.

Recommended Action: Present award & resolution to the Moodys

Fiscal Impact: 0

Budgeted Expense: 0

Submitted By: Deputy Fire Chief Carl McAfee

Contact: (850)838-3522

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Resolution

RESOLUTION

A RESOLUTION HONORING STEVE AND DONNA MOODY FOR THEIR MANY YEARS OF VOLUNTEER PUBLIC SERVICE TO THE CITIZENS OF TAYLOR COUNTY

WHEREAS, Steve and Donna Moody decided to become involved with the Beaches' community, giving more time and energy to the community than they expected back;

WHEREAS, Steve and Donna joined the Beaches' Volunteer Fire Department in 1972 to share their time and skills as volunteer firefighter/first responders to help protect their community and make it a safer place to live;

WHEREAS, Steve Moody was appointed to the position of Volunteer Fire Chief in 2008 and Donna Moody became a certified Emergency Medical Technician in 2002 which she used this training on a regular basis;

WHEREAS, the Moody's have made a positive impact in Taylor County and will be greatly missed;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, on behalf of a grateful community and all firefighters, express our appreciation for the Moody's forty years of service, and devotion to their community, and

BE IT FURTHER RESOLVED, that a copy of this resolution be furnished to the Moody family and that a copy be placed in the minutes of this Board.

PASSED AND ADOPTED in regular session this 18th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____

Patricia Patterson, Chairman

ATTEST: _____

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION
RECOGNIZING THE MONTH OF JULY, 2012, AS WATER
SAFETY MONTH, AS AGENDAED BY MORGAN ROCKEY,
DEPARTMENT OF CHILDREN AND FAMILIES

MEETING DATE REQUESTED:

JUNE 18, 2012

Statement of Issue: DCF HAS REQUESTED THE BOARD TO RECOGNIZE JULY
2012 AS WATER SAFETY MONTH

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: MORGAN ROCKEY

Contact: 352-955-5010

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: APPROVE/NOT APPROVE

Attachments: PROCLAMATION

RESOLUTION

**Declaring July, 2012, as "Water Safety Month:
Promoting Water Safety Through Public Awareness"
in Taylor County, Florida**

WHEREAS, Taylor County is committed to all of its children, and strives to keep each and every one of them safe; and

WHEREAS, The Florida Child Abuse Death Review Committee's 2011 Annual Report data (from 2010) reflects that between 2004 and 2008, Florida had the 3rd highest overall drowning death rate in the nation; and

WHEREAS, That same report reflects that during that same time period, Florida had the highest unintentional drowning rate for children 0-4 years old; and

WHEREAS, That same report reflects a total of 91 cases of child drowning reported statewide in 2010 (an upward trend from the previous years); and

WHEREAS, That the practice of water safety through increased public awareness can help prevent senseless tragedies caused to children and families everywhere.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, that they recognize the month of July, 2012 as Water Safety Month.

PASSED AND ADOPTED in regular session this 18th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____

Patricia Patterson, Chairman

ATTEST: _____

ANNIE MAE MURPHY, Clerk

6

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Notice To Bidders for the Runway 18-36 Rehabilitation Phase II at Perry Foley Airport. Grants and airport staff is requesting the bids be advertised and received and opened at the Board meeting August 6, 2012.

MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: Board to review and approve Notice To Bidders for Phase II of the rehabilitation of Runway 18-36, the primary runway at Perry Foley Airport. Grants staff is requested a time be set to open bids at the August 6, 2012 meeting. FAA requires projects be bid out prior to grant submission. FAA has approved the pre-application.

Recommended Action: Approve Notice To Bidders and set time to open bids at the August 6, 2012 Board meeting.

Fiscal Impact: Grant funds are being requested in the amount of \$1,246,524.67 from FAA and FDOT. NO CASH MATCH WILL BE REQUIRED FROM THE COUNTY.

Budgeted Expense: Y/N The County has requested FDOT to provide the full match required by FAA. Taylor County qualifies for the Rural Economic Development Initiative (REDI) and is requesting a waiver of match. The only cost to the County will be advertising costs which is already budgeted in the FY 2011-2012 airport budget.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has completed Phase I of the rehabilitation of Runway 18-36. A preapplication was submitted to FAA and has been approved. The application along with the bid documents from the contractor who has the lowest and best bid are due to FAA by mid August.

Runway 18/36 is the primary runway at the Airport and the rehabilitation is necessary to meet required aviation safety standards. This runway currently does not drain properly

and with a moderate rain, ponding results on the runway. This safety hazard was addressed at the last three airport inspection by FDOT in September 2009, September 2010 and September 2011.

Attachments: Notice to Bidders and support documents.

Melody Cox

From: Collins, John [JCollins@AVCONINC.com]
Sent: Monday, June 11, 2012 3:09 PM
To: Melody Cox
Cc: Lewis, Virgil C
Subject: Notice to Bidders for the Runway 18-36 Rehabilitation - Phase II project
Attachments: Runway 18-36 Rehab Phase 2, Notice to Bidders, 6-11-12.doc

Melody,

Following our phone conversation earlier today, please find attached the Notice to Bidders for the Runway 18-36 Rehabilitation—Phase II project. We included approximate release for bid, pre-construction conference, and bid dates for the project. The Release for Bid date is tentatively scheduled for July 9 and the Bid Date is August 6 which coincides with the BCC meeting that night.

After our phone conversation today, we called Roland regarding the JPA eligibility of the bidding phase and reminded him that our task order and invoices will be dated after the JPA is executed. Since our contracts will be dated after the JPA date, Roland confirmed that these fees will be eligible under the JPA so the only foreseeable cost that the County will be responsible for will be the newspaper advertisement.

Please let us know if you need any additional information for your agenda request.

John Collins
Project Engineer | AVCON, INC.

Transforming Ideas into Reality Since 1988

Engineers & Planners
320 Bayshore Dr. Ste. A
Niceville, FL 32578
Office: 850.678.0050
Cell: 850.737.0415
Fax: 850.678.0040
Email: jcollins@avconinc.com
www.avconinc.com

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NOTICE TO BIDDERS

**RUNWAY 18-36 REHABILITATION—PHASE II at
PERRY FOLEY AIRPORT
PERRY, FLORIDA**

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 East Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4:00 PM local time on Monday, August 6, 2012, for the Runway 18-36 Rehabilitation—Phase II project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked "**BID ENCLOSED: RUNWAY 18-36 REHABILITATION—PHASE II; PERRY FOLEY AIRPORT.**" Bids will be opened at the Taylor County Board of Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida at 6:10pm. Quotes will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

Complete removal of existing asphalt and concrete pavement, construction of base material and new asphalt pavement, concrete joint rehabilitation, pavement marking removal and placement, minor grading, and sodding.

The contract time for substantial completion of the work included shall be 90 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be 120 calendar days from the date of the "Notice to Proceed (NTP)".

Beginning on Monday, July 9, 2012, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Bill Roberts at Perry Foley Airport at 850-838-3519. Beginning on Monday, July 9, 2012, digital copies of the above documents may be obtained from the offices of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida, 32578, (850) 678-0050, upon payment of a non-refundable fee of Fifty dollars (\$50.00) payable to AVCON, INC. for each set of project documents obtained. A hard copy of the above documents may be provided at an additional charge.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

Funding for this project is being provided, in part, by the Florida Department of Transportation and the Federal Aviation Administration and will be subject to all applicable requirements of the U.S. Department of Transportation and Airport Improvement Program grant assurances of the Federal Aviation Administration.

The successful contract will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804). Wages paid to employees must comply with the minimum established by the U.S. Department of Labor Wage Determination. The successful contractor must comply with

the Davis-Bacon Act, Copeland Act (Anti-Kickback Act), the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (CWHSSA), Title VI of the Civil Rights Act of 1964 and Executive Order 11246.

Taylor County has an approved Disadvantaged Business Enterprise (DBE) Program for Airport Improvement Program projects which the successful contract must comply with. The DBE participation goal for this project is 4.78% and compliance requirements are listed in the project documents.

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348 on Wednesday, July 18, 2012 at 11:00 a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

Taylor County reserves the right to reject any and all bids, to waive any technical or legal deficiencies and to accept any bid that it may deem to be in the best interest of the County. No contractor may withdraw his/her bid for a period of 120 calendar days following the bid opening.

OWNER'S CONTACT:

Melody Cox
County Grants Administrator
**Taylor County Board of County
Commissioners**
201 East Green Street
Perry, Florida 32347
Tel: 850-838-3553
Fax: 850-838-3563

ENGINEER'S CONTACT:

John Collins, E.I.
Project Engineer
AVCON, INC.
320 Bayshore Drive, Suite "A"
Niceville, Florida 32578
Tel: 850-678-0050
Fax: 850-678-0040

All bids should be addressed as follows:

**BID ENCLOSED: RUNWAY 18-36 REHABILITATION—PHASE II
PERRY FOLEY AIRPORT**

Taylor County Board of County Commissioners
Attention: Clerk's Office
108 East Jefferson Street
Perry, Florida 32347

By:
Taylor County Board of County Commissioners

Name: _____

Date

Title: _____

**PART IV
PROGRAM NARRATIVE**

PROJECT: Runway 18-36 Rehabilitation—Phase II

AIRPORT: Perry-Foley Airport

1. Objective:

The objective of this project is to rehabilitate the south half of Runway 18-36 by removing the existing asphalt, regrading the base material, and constructing a two-inch asphalt section. Several depressions have been identified in the asphalt pavement which hold water during a rain event. Phase I (currently under construction) will rehabilitate the north 2,500 lf of the 100-foot wide runway. Phase II (currently being requested) will rehabilitate the remaining 2,500 lf. Phase III (to be authorized in the future) will rehabilitate the shoulders and replace the direct buried Runway Edge Lighting System.

2. Benefits Anticipated:

This project will insure safe operations at the airport. The depressions mentioned in Section 1 retain water after a rain event which creates a hazard for users of Runway 18-36. Additionally, the edge lighting circuit for this runway is direct buried and is in poor condition. Replacement of the edge lighting system will ensure long-term dependability of the system.

3. Approach: (See approved Scope of Work in final Application)

This project will be scheduled once funding is approved. The project has been set up in phases to maximize available funding. This work will be accomplished through a standard process which involves completion of the design, followed by a publicly advertised bid, and then construction by the approved entity.

4. Geographic Location:

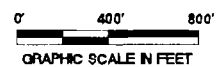
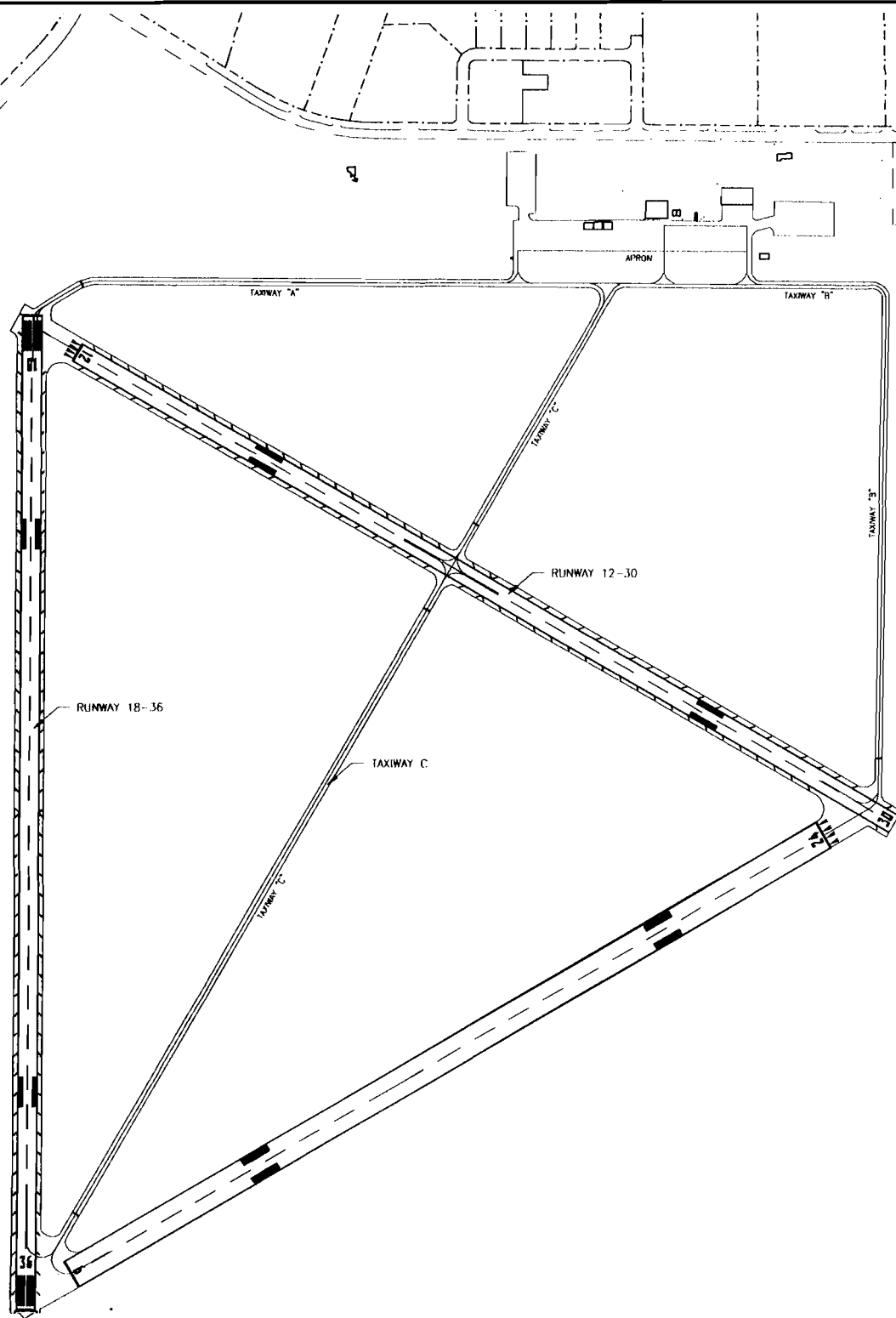
(See attached location map, **Attachment A**)

5. Justification for Force Account Work: (if applicable)

Not Applicable

6: Sponsor's Representative: (incl. address & tel. no.)

Melody Cox – Grants Administer, 201 East Green Street, Perry, FL 32347
(850) 838-3553



**PERRY-FOLEY AIRPORT
RUNWAY 18-36 REHABILITATION**

**RUNWAY LAYOUT
ATTACHMENT A**



**AGENCY FUNDING SUMMARY
RUNWAY 18-36 REHABILITATION - PHASE II**

2-Feb-12

| | | | | | BID FROM MUSIC CONSTRUCTION, INC. ON 8/1/11 | | | | |
|---|----------|--|------|----------|--|-------------------|-----------------|---------------------------------|------------------------------|
| ITEM NUMBER | BID ITEM | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | EXTENDED TOTAL | AIP ELIGIBILITY | FEDERAL PORTION ¹ | FDOT PORTION ² |
| Additive Alternate No. 1 - South Runway 18-36 Pavement Rehabilitation | | | | | | | | | |
| 12 | M-101 | MOBILIZATION AND MAINTENANCE OF TRAFFIC | LS | 1 | \$ 45,000.00 | \$ 45,000.00 | 100% | \$ 42,750.00 | \$ 2,250.00 |
| 13 | P-120-1 | PAVEMENT REMOVAL - COMPLETE ASPHALT REMOVAL (APPROX. 2" DEPTH) | SY | 26,300 | \$ 3.00 | \$ 78,900.00 | 100% | \$ 74,955.00 | \$ 3,945.00 |
| 14 | P-120-2 | PAVEMENT REMOVAL - COMPLETE ASPHALT REMOVAL (APPROX. 1 1/4" DEPTH) | SY | 4,900 | \$ 2.00 | \$ 9,800.00 | 100% | \$ 9,310.00 | \$ 490.00 |
| 15 | P-120-3 | PAVEMENT REMOVAL - COMPLETE CONCRETE REMOVAL (APPROX. 6" DEPTH) | SY | 470 | \$ 10.00 | \$ 4,700.00 | 100% | \$ 4,465.00 | \$ 235.00 |
| 16 | P-152 | EXCAVATION AND EMBANKMENT | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | 100% | \$ 1,900.00 | \$ 100.00 |
| 17 | P-156 | EROSION AND POLLUTION CONTROL | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | 100% | \$ 4,750.00 | \$ 250.00 |
| 18 | P-211 | LIME ROCK BASE COURSE (VARIABLE DEPTH) | SY | 26,400 | \$ 8.00 | \$ 211,200.00 | 100% | \$ 200,640.00 | \$ 10,560.00 |
| 19 | P-401 | BITUMINOUS SURFACE COURSE (SUPERPAVE) | TON | 4,430 | \$ 125.00 | \$ 553,750.00 | 100% | \$ 526,062.50 | \$ 27,687.50 |
| 20 | P-605 | JOINT SEALING FILLER | LF | 13,400 | \$ 2.00 | \$ 26,800.00 | 100% | \$ 25,460.00 | \$ 1,340.00 |
| 21 | T-904 | SODDING, BAHIA ARGENTINA | SY | 1,100 | \$ 2.50 | \$ 2,750.00 | 100% | \$ 2,612.50 | \$ 137.50 |
| 22 | SP-8 | HAZARDOUS MATERIAL DISPOSAL | AL | 1 | \$ 5,000.00 | \$ 5,000.00 | 100% | \$ 4,750.00 | \$ 250.00 |
| Subtotal: | | | | | | \$ 944,900.00 | | \$ 897,655.00 | \$ 47,245.00 |

Additive Alternate No. 4 - South Runway 18-36 Pavement Markings

| | | | | | | | | | |
|----|---------|--|----|--------|----------------------------------|----------------------|------|----------------------|---------------------|
| 54 | M-101 | MOBILIZATION AND MAINTENANCE OF TRAFFIC | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | 100% | \$ 1,900.00 | \$ 100.00 |
| 55 | P-620-1 | AIRFIELD PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW | SF | 160 | \$ 1.50 | \$ 240.00 | 100% | \$ 228.00 | \$ 12.00 |
| 56 | P-620-2 | AIRFIELD PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK | SF | 8,300 | \$ 0.85 | \$ 7,055.00 | 100% | \$ 6,702.25 | \$ 352.75 |
| 57 | P-620-3 | AIRFIELD PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, WHITE | SF | 31,200 | \$ 1.00 | \$ 31,200.00 | 100% | \$ 29,640.00 | \$ 1,560.00 |
| | | | | | Subtotal: | \$ 40,495.00 | | \$ 38,470.25 | \$ 2,024.75 |
| | | | | | Construction Grand Total: | \$ 985,395.00 | | \$ 936,125.25 | \$ 49,269.75 |

Professional Fees - Bidding, Construction Phase, and Inspection Services

| | | | | | | | | | |
|--|--|--------|---|--|---------------------------|------------------------|------|------------------------|---------------------|
| | Bidding, Construction Phase, and Inspection Services @10% of Construction Budget | LS/NTE | 1 | | \$ 98,539.50 | | 100% | \$ 93,612.53 | \$ 4,926.98 |
| | | | | | Grand Total: | \$ 1,083,934.50 | | \$ 1,029,737.78 | \$ 54,196.73 |
| | | | | | Contingency (15%): | \$ 1,246,524.68 | | \$ 1,184,198.44 | \$ 62,326.23 |

Notes

1. Assumes 95% of AIP-eligible amount
2. Assumes 5% of AIP-eligible amount
3. Project will be rebid

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request For Proposals (RFP) for the Program Administration Services FFY 2012-2013 Community Development Block Grants(s) and Related Programs

MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: Meridian Community Services Group currently provides CDBG and SHIP Program Administrative Services to the County. Meridian's Contract expires in September 2012.

Recommended Action: The Board to approve Request For Proposals for Program, Administrative Services for FFY 2012-2013 Community Development Block Grant(s) and Related Programs. RFP's to be received August 6, 2012 with contract to be awarded August 21, 2012.

Budgeted Expense: Program Administration fees will be paid for through grant contracts if so awarded. If the County is not awarded a grant, there will be no fees.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is currently closing out a CDBG Housing Rehabilitation Grant in the amount of \$750,000 and will be applying for a second grant in the upcoming funding cycle. Meridian Community Services Group has very successfully assisted the County with administering the CDBG and SHIP Grants over the past three years. The previous Program Administrator for the County was North Florida Regional Planning Council.

Attachments: Request for Proposals (RFP) for Program Administration Services FF Y 2012-2013 Community Development Block Grants(s) and Related Programs



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Taylor County Request For Proposals (RFP) Program Administration Services FFY 2012-2013 Community Development Block Grant(s) and Related Programs

Taylor County requests proposals from individuals or firms to provide administrative services for grant/loan funded projects for community and economic development. The County anticipates applying for a \$750,000 Florida Small Cities Community Development Block Grant (CDBG) Regular Category Grant (Neighborhood, Housing or Commercial) and other categories such as Economic Development or Disaster Recovery as may be appropriate to the County's needs. Proposers may submit for all or one or more categories separately. Similarly, additional services may be included in separate contract(s) for services on an ongoing basis (up to three years) to be covered by other grant, loan or traditional funding sources at the discretion of the County BOCC. Such sources of funding shall be sought, developed, and managed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not limited to: SHIP, FEMA, FDEM, USDOC Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Special Appropriations and other applicable grant and low-interest loan funds through the Federal, State, or public sources, which may be applicable to the County's needs.

The project(s) for which services are requested, and for which CDBG and other public program funds shall be utilized, maybe generally described as follows: housing rehabilitation actives and/or public works and development facilities that provide community and economic development within the County and primarily benefit low-to-moderate income citizens of the County. Specific needs may include, but not be limited to, housing rehabilitation, drinking water, sanitary sewer, storm-water, streets and access, and other public services facilities and/or capital facility improvements needed for community and economic development within the County.

Program Administration Services shall include, but not be limited to: Identifying needs, researching options for funding, formulating appropriate funding solutions, developing grant-loan leverage strategies, reviewing and developing necessary policies and procedures, grant writing, program planning, budget and schedule development, application development, conducting environmental review(s), coordinating with funding agencies, developing and administering agency contract(s), requesting, tracking and

Forest Capital of The South

managing program funds in compliance with program guidelines, developing required public record systems, housing rehabilitation work write-ups, housing inspections, participating in construction pre-bid and pre-construction meetings, general inspection for infrastructure construction, Davis-Bacon record-keeping requirements, URA compliance, advising and managing any required technical services.

Procurement and contracting of all services shall conform to CDBG guidelines and state and federal regulations including 24 CFR, Part 85. The selection process shall be open to the public and records maintained in accordance with CDBG or other applicable grant or funding requirements.

Although proposers may submit separately for each category, contingent upon successful ranking of proposals and negotiation of contracts, nothing shall preclude the County from selecting a single, qualified firm to provide all services for all categories. All services selected will be contracted separately.

Proposals for the requested service (Program Administration) shall be evaluated using the following criteria:

- 10 points Profile: Scoring will emphasize management, organization, history, and variety & level of local government services.
- 25 points Staff: Scoring will emphasize expertise, specific project Examples including CDBG, and variety of professional backgrounds, certifications, and skills.
- 25 points Experience: Scoring will emphasize direct program experience and success with a variety of programs including CDBG.
- 20 points Approach
• and Leveraging
• Strategy: Scoring will emphasize project approach and proven leveraging strategies implemented and/or managed by the team for local government clients including CDBG.
- 10 Points References: Scoring will emphasize quality of references.
- 5 Points Fees: Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees.
- 5 Points MBE/WBE/DBE Scoring will award points for Certified MBE/WBE businesses. Documentation regarding Certification must be submitted with the proposal.

The previous criteria are shown in the required format. For a proposal to be eligible, the format must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Taylor

County is an Equal Opportunity Employer MBE/WBE/DBE businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, Taylor County enforces open and fair competition in its RFP's. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity. A public entity crimes statement is required. During the RFP process, questions or requests for additional information concerning this RFP shall be directed to Melody Cox, (850)838-3553 or at melody.cox@taylorcountygov.com.

The County reserves the right to request clarification of any information submitted by proposers. The Commission, with suitable basis provided for by law, reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. CDBG and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Consultants shall submit one (1) original and four (4) copies of their proposal in sealed packages and marked clearly: "SEALED PROPOSAL FOR GRANT SERVICES", no later than 4:00 p.m. on August 6, 2012 to Taylor County Clerk of Courts, 108 N. Jefferson Street, P.O. Box 620 Perry, Florida 32348. The company name and address of the firm submitting proposals MUST be clearly marked on the outside of the sealed proposal envelope. Proposals will be opened at ____ pm on August 6, 2012, at the Board of County Commissioners meeting in the Commission Board Room. located at 201 E. Green Street, Perry, Florida 32347.

To facilitate effective evaluation by the County, proposal shall be limited to a total of 50 pages. MBE/WBE/DBE certification(s), statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the County, proposers may be asked to give a short presentation/interview as part of the selection process. Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to ratify County's Administrator's signature on the Small County Solid Waste Management Grant Application for FY 2012-2013.

MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: Board to ratify the County Administrator's signature on the Small County Solid Waste Management Grant Application for FY 2012-2013.

✓ **Recommended Action:** Ratify the County Administrator's signature on the grant application.

Fiscal Impact: The County is eligible to receive up to \$70,588 from the DEP Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Y/N

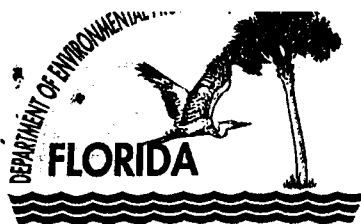
Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive up to \$70,588 in grant funds to be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal. The County received a grant in the same amount of \$70,588 FY 2011-2012.

Attachments: Grant Application and support documentation



Environmental Protection
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Governor
Jennifer Carroll
Lt. Governor

Herschel T.
Vinyard Jr.
Secretary

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSOLIDATED
SMALL COUNTY SOLID WASTE MANAGEMENT GRANT APPLICATION

1. Name of County: Taylor

2. Address of County: 201 E. Green Street, Perry, FL 32347

3. Federal Employer Identification Number: 59-6000879

4. Name and Title of Contact Person (person handling program on a daily basis):

Name: Melody Cox Title: Grants Director

5. Address of Contact Person: 201 E. Green Street, Perry, FL 32347

6. Telephone Number of Contact Person: (850) 838-3553

7. Population of County: 23,164

8. Purpose for which grant money is requested. (Indicate by checkmarks): Rule 62-716.510 (1)

☐ a. Purchasing or repairing solid waste scales ☐ e. Maintenance of solid waste facilities

☒ b. Annual solid waste management program
operating costs (may include waste tire and
litter control and prevention) ☐ f. Education for employees or public

☐ c. Planning ☐ g. Recycling demonstration projects

☐ d. Construction of solid waste facilities

9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP- Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.

10. Name and Title of Authorized Representative:

Name: Jack R. Brown Title: County Administrator

11. This application is due by July 1, of each year.

12. E-Mail Address of Contact person: melody.cox@taylorcountygov.com

13. My Florida Market Place Registered Vendor Address: (this address should be registered with My Florida Market Place.)
(This is the address your County wants the Reimbursement Request amount, (State Warrant) sent to.)

13A. Name of County (as it appears in M.F.M.P.): Taylor County

13B. Address of County (as it appears in M.F.M.P.): 201 E. Green Street, Perry, FL 32347

14. Is your County **Self-Insured** for Liability Insurance, appropriate and allowable under Florida Law? YES: ☐ NO: ☒

If your county is **self-insured**, we must have a written statement from your Chief Financial Officer stating this. (Please Attach).
I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.



Signature of Authorized Representative

6/7/2012

Date

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Please return form to:
Department of Environmental Protection
Solid Waste Section * Mail Station # 4555 * 2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Small County Consolidated Grant Application Page 1 of 1

5/12- FY 12/13



Florida Department of
Environmental Protection
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Kick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T.
Vinyard Jr.
Secretary

TO: All Interested Parties

FROM: Bobby Adams, Waste Reduction Section

DATE: May 8, 2012

SUBJECT: Consolidated Solid Waste Grant Application

An application for the Consolidated Solid Waste Management Grant is enclosed for your review and response. The Legislature budgeted \$2,400,000 for this year's grants in the recently concluded session. There are still 34 counties with populations less than 100,000. The Governor has signed the budget so the grant amount for the upcoming year should be \$70,588 assuming all eligible counties apply.

APPLICATION DUE DATE: July 1, 2012

All grant applications must have an **original signature** by the county's authorized representative.

The grant work plan (Attachment A) will be sent in a separate message. It does not have to be submitted by July 1 but it must be completed and the budget/cost analysis must be certified by me before the grant agreement can be written and executed. An attached sheet with some suggestions about how to complete your work plan (Attachment A) will be enclosed.

The signed and completed application form should be sent to:

Department of Environmental Protection
Bobby Adams, MS 4555
2600 Blair Stone Road
Tallahassee, FL 32399-2400

If you have any questions, please contact Bobby Adams (Bobby.Adams@dep.state.fl.us)

850-245-8736 or Tony Partin (Tony.Partin@dep.state.fl.us) 850-245-8737.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER THE RELEASE OF 3RD QUARTER BUDGETED FUNDS FOR THE COUNTY CONTRIBUTION TO THE TAYLOR COUNTY HEALTH DEPARTMENT, AS AGENDAED BY STEPHEN TULLOS, TAYLOR COUNTY HEALTH DEPARTMENT ADMINISTRATOR.

MEETING DATE REQUESTED:

JUNE 18, 2012

Statement of Issue: **THE HEALTH DEPARTMENT REQUESTS PAYMENT OF 3RD QUARTER BUDGETED CONTRIBUTION FUNDS**

Recommended Action: **APPROVE**

Fiscal Impact: **\$12,500.00**

Budgeted Expense: **YES**

Submitted By: **STEPHEN TULLOS, HEALTH DEPARTMENT ADMINISTRATOR**

Contact: **850-584-5087**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE BOARD PREVIOUSLY APPROVED THE PAYMENT OF QUARTERLY FUNDS FOR QUARTERS 1 AND 2 OF FY 2012**

Options:

Attachments: **LETTER OF REQUEST**

June 1, 2012

Ms. Tammy Taylor
Finance Director
Taylor County Board of County Commissioners
PO Box 620
Perry, FL 32348

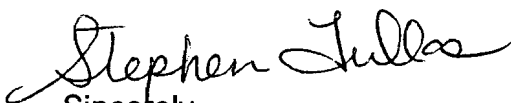
Dear Ms. Taylor:

This letter is to request payment of the County contribution to the Taylor County Health Department for the third quarter of the contract period October 1, 2011 through September 30, 2012 in the amount of \$12,500.00.

| <i>PAYMENT NUMBER</i> | <i>DUE DATE</i> | <i>AMOUNT</i> | |
|--|-----------------|--------------------|------|
| Payment #1 | January 1, 2012 | \$12,500.00 | PAID |
| Payment #2 | April 1, 2012 | \$12,500.00 | PAID |
| Payment #3 | July 1, 2012 | \$12,500.00 | |
| Payment #4 | October 1, 2012 | <u>\$12,500.00</u> | |
| Annual contribution per contract year 2011-2012: | | <u>\$50,000.00</u> | |

Please mail payment to: Taylor County Health Department
1215 North Peacock Avenue
Perry, FL 32347

We appreciate the contribution that the Board makes to the Health Department and the citizens of Taylor County. Should you have any questions, please feel free to contact me at 584-5087, ext. 142.


Sincerely,

Stephen C. Tullos, Administrator
Taylor County Health Department

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF KEATON BEACH COASTAL PARK UPDATE AS REQUESTED AT THE JUNE 4, 2012 BOARD MEETING, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.

MEETING DATE REQUESTED:

JUNE 18, 2012

Statement of Issue:

A REQUEST WAS MADE FOR A WRITTEN PROGRESS REPORT ON THE KEATON BEACH COASTAL PARK AT THE JUNE 4, 2012 MEETING

Recommended Action:

APPROVE

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

DUSTIN HINKEL, EM DIRECTOR

Contact:

850-838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

APPROVE/DISAPPROVE/PROPOSE EDITS

Attachments:

PROGRESS REPORT

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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: June 12, 2012

TO: Dustin

FROM: Melody

RE: Keaton Beach Coastal Park Update

Dustin, per your request and as discussed at the BOCC meeting of June 4, the following projects have been completed or are underway at Keaton Beach Coastal Park.

1. Cultural Resource Assessment Completed
2. Two FBIP grants have been obtained for the site. The first was for the design and engineering of the proposed parking facilities and the second was for \$100,000 for the construction of the parking facilities. In July we will be submitting a third grant application requesting additional funds for the parking facility construction. This project includes sidewalks and a boater safety kiosk. We requested and received an extension on the grant for \$100,000 until June 2013 to enable us to apply for the additional grant funds.
3. A CPI grant was awarded for the construction of a picnic pavilion, installation of an educational kiosk, installation of habitat signage and landscaping with native Florida vegetation. The picnic pavilion and landscaping are complete. The kiosk is scheduled to be installed the week of June 18. The grant will be closed out June 30.
4. A prescribed burn has been completed. Vegetation is coming back and is very healthy.
5. The previously disturbed areas of the wetlands have been repaired and vegetation is gradually coming back. We have a grant from US Fish & Wildlife to purchase and plant additional vegetation on eleven acres of the wetlands.
6. Invasive vegetation has been removed. During a recent FCT inspection, one small camphor tree (about four foot tall) was found and this will be removed.

7. A house which was in disrepair, two sheds, and garbage and debris in the immediate area of the house have been removed from the site.
8. Twelve weather and scratch resistant trail and habitat signs have been purchased and are being stored in my office until the parking facilities are complete and the park is "officially" open.
9. A FDOT Transportation Enhancement grant has been awarded to the County to construct a bike and pedestrian trail from the Coastal Park to Dark Island. The design work will begin in 2014 and construction will be in 2015.
10. A second Transportation Enhancement Grant has been awarded to construction restroom facilities, install a habitat kiosk, and construction a small parking facility for vehicles only in FY 2017-2018.
11. With the assistance of Ross Morrell, of Morrell and Associates inmate crews have cut an unpaved trail system through the north west portion of the site which is fairly easy to walk on. This will later be part of the parks trail system.
12. Engineering has completed the design and engineering of the parking facilities as well as the required permitting.

I think this covers the key things completed. We have made it a point to not say much about the newly constructed picnic pavilion as we do not want it vandalized prior to the construction of the parking facilities. I think until that happens the less we say the better. David Parker and I are going to oversee the maintenance of all the new landscaping as we each have time. I hope to have a butterfly garden area under way budget permitting in the early fall of this year. I also plan on putting in some kind of star gazing educational area by the new picnic pavilion as this kept being discussed in various citizen input meetings for the park site over the past few years. It is fairly inexpensive to do and I think we have enough in the current funding available to do this. Hopefully we can construct a fairly large bat house at the north east end of the property within the next few years as this was another thing citizens really wanted at the site. There are two different species of endangered bats documented at the site and unfortunately they require entirely different houses. I am brainstorming some other ideas which I think will be inexpensive but unique. Trying to be creative with limited funds available!

Given the budget constraints a lot has been accomplished at the site. When FCT made their site visit in May they were very pleased with what the county has accomplished. Let me know if I can provide any additional information. Please feel free to forward this information to Commissioners and/or other interested parties.

Thank you!

Melody

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request Start-Up Marketing Funds



Meeting Date:

June 18, 2012

Statement of Issue: Procurement of funds to enable start up of marketing programs including, website, YouTube video, marketing collateral, business travel, and outreach marketing.

Recommendation: Approval

Fiscal Impact: \$ 60,000

Budgeted Expense: Yes ☐ No ☒ N/A ☐

Submitted By: TCDA

Contact: Scott Frederick

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Disbursement of funds to come from account #59916 reserved for economic development

Accountibility of marketing funds will appear in the organizations annual audit.

Options: 1. n/a

2.

Attachments: 1. 2012 Proposed Business/Marketing Plan

2. Enterprise Florida Calendar of Events



June 7, 2012

Taylor County Board of County Commissioners
Pat Patterson, Chairperson
201 East Green St.
Perry, Florida 32347

Dear Chairperson Patterson:

On behalf of the Taylor County Development Authority, I respectfully submit this request, for \$60,000.00, to provide funding support to launch the startup marketing/business development program for the organization.

As you are aware, the organization wishes to initiate a global outreach marketing campaign designed to target specific industry clusters. These target industries will also include industrial clusters targeted by the state of Florida. Furthermore, the requested funds will be utilized to finance marketing collateral, website development, YouTube programming, and provide resources for outreach prospect development travel to be conducted by TCDA in conjunction with Enterprise Florida targeted marketing missions, trade shows, conferences and special events. By participating and teaming with Enterprise Florida, these dollars will be maximized to their fullest capacity. Please note: economic development organizations' budgets are protected from line item disclosure by Florida's Sunshine Law.

With sincere regards,

Scott Frederick
Director



TCDA
Proposed
2012 Marketing/Business Plan

Development and launch of a globally competitive multifaceted marketing program will be enhanced by utilizing the following marketing components:

- Proposed conceptual signage suggests incorporating vertical signage towers that designate Taylor County's regional employment centers. Towers projected range in height is between 15 ft. and 25 ft., and will display the corporate logos of international firms conducting business in Taylor County. Horizontal signage will be located on Highway 19 in two separate locations, indicating to drivers that they are now entering the "Taylor County Business Corridor". This message will also include flags from countries that are conducting business here.
- Website enhancement: incorporate individual web pages for each target industry, leverage customer relationship management software for tracking TCDA client contacts, testimonials from businesses that have successfully located in Taylor County, incorporate QR codes (example personal biography, website, etc.), and search engine optimization.
- Outreach lead generation, tracking, and business retention: implement Salesforce, customer relationship management tool, and incorporate Dunn & Bradstreet/Hoovers lead generation program.
- Develop and implement "YouTube" programming, per targeted industry, to enable live presentations in prospect offices and/or a prospect can be directed to the "YouTube" address prior to initiating a live Taylor County presentation by phone or Skype. This marketing approach will enable the Airport Advisory Committee to heighten awareness of the Perry-Foley Airport and provide marketing support to enhance airport development.
- Produce "Hot Buttons" targeted marketing collateral series by targeted industry cluster. These materials will consist of one page, front and back, card stock four color processing that will include: existing industry testimonials, maps, sites, employee skills, and other hot buttons relative to specific targeted industries.
- Establish annual Industry Appreciation Day targeting Enterprise Florida staff, economic development allies, elected officials etc. This is projected to be a one day event that will include: windshield tours, industry tours, golf, fishing, meals, etc.
- Conduct outreach marketing campaigns targeting companies in India, Israel, Brazil, China, Vietnam, Washington D.C. and Capitol Hill, and join Enterprise Florida outreach marketing missions, when applicable.
- Continue to build and expand the "Team Taylor" Legislative outreach initiative by scheduling bi-monthly appointments with key legislators and agencies located in Tallahassee. Our goals are to advocate on behalf of Taylor County and creating a contact base of legislators and economic development allies that will help facilitate planning next year's annual legislative event.

Summation

The goal of incorporating all of these marketing components is to systematically increase the organization's database, thereby, significantly increasing the TCDA prospect pipeline. This in turn yields higher lead capture percentages, which positively affects deal closing capabilities, thereby increasing new jobs and adding to the county's tax base. All business attraction and marketing must differentiate Taylor County from neighboring communities. Taylor County's ability to successfully attract and retain companies and capture business investment depends largely on the success of its ability to market itself.



Enterprise Florida

[Home](#)

Enterprise Florida promotes the state as a business destination at a number of domestic and international trade shows throughout the year. Additionally, we sponsor a number of events and conferences, as well as host consultant events and international trade missions to encourage business development opportunities. Please use the search function to find specific upcoming events or view our entire calendar of events below.

[Region:](#)

End Date:

[Search](#)

| Start Date | End Date | Title / Location | Event Type / Industry Cluster |
|------------|-----------|---|---|
| 6/1/2012 | 6/1/2012 | Tampa Bay Region Enterprise Florida Training Tampa, FL 33602 | Other Various |
| 6/15/2012 | 6/15/2012 | Northeast Region Enterprise Florida Training Jacksonville, FL 32202 | Other Various |
| 6/18/2012 | 6/21/2012 | Bio International Convention Boston, Mass | Convention / Trade Show Life Sciences |
| 6/20/2012 | 6/20/2012 | Board of Directors Executive Committee Meeting Orlando, FL 32803 | EFI Board / Stakeholders Council Meeting Various |
| 6/27/2012 | 6/27/2012 | Florida Defense Support Task Force Tallahassee, FL 32399 | Other Various |
| 7/9/2012 | 7/15/2012 | 2012 Farnborough Int'l Air Show London, United Kingdom | International Trade and Investment Aerospace / Aviation |
| 7/25/2012 | 7/25/2012 | Southwest Region Enterprise Florida Training Fort Myers, FL | Other Various |
| 8/5/2012 | 8/8/2012 | Export Sales Mission to Trinidad & Tobago Port of Spain, Trinidad & Tobago | International Trade and Investment Various |
| 8/10/2012 | 8/10/2012 | East Central Region (Orlando) Enterprise Florida Training Orlando, FL 32803 | Other Various |
| 8/17/2012 | 8/17/2012 | South Central Region Enterprise Florida Training Sebring, FL | Other Various |
| 9/1/2012 | 9/1/2012 | CASC Seminar 2012 (TBA) Montreal, Quebec | International Trade and Investment Various |
| 9/11/2012 | 9/16/2012 | ILA Berlin Air Show 2012 Berlin, Germany | International Trade and Investment Aerospace / Aviation |
| 9/11/2012 | 9/16/2012 | Cannes International Boat Show 2012 Cannes, France | International Trade and Investment Marine |

| | | | |
|------------|------------|--|---|
| 9/12/2012 | 9/13/2012 | <u>Enterprise Florida Board and Stakeholders Meetings</u> St. Petersburg | EFI Board / Stakeholders Council Meeting Various |
| 9/13/2012 | 9/15/2012 | <u>35th Annual Joint Meeting of the Japan-U.S. Southeast & Southeast U.S./Japan Associations</u> Tokyo, Japan | International Trade and Investment Various |
| 9/20/2012 | 9/20/2012 | <u>Southeast Region Enterprise Florida Training</u> Ft. Lauderdale, FL 33301 | Other Various |
| 10/10/2012 | 10/12/2012 | <u>3rd U.S. - Africa Air Transportation Summit</u> Miami, Florida | International Trade and Investment Various |
| 10/22/2012 | 10/24/2012 | <u>WCIT</u> Montreal, Quebec | International Trade and Investment Information Technology |
| 11/1/2012 | 11/1/2012 | <u>Export Sales Mission to Morocco & Algeria (TBA)</u> Casa Blanca & Algiers | International Trade and Investment Various |
| 11/8/2012 | 11/9/2012 | <u>Enterprise Florida Board and Stakeholders Meetings</u> Orlando, FL | EFI Board / Stakeholders Council Meeting Various |
| 11/13/2012 | 11/15/2012 | <u>Marine Equipment Trade Show - METS 2012</u> Amsterdam, The Netherlands | International Trade and Investment Marine |
| 11/14/2012 | 11/17/2012 | <u>MEDICA 2012</u> Dusseldorf, Germany | International Trade and Investment Life Sciences |
| 12/2/2012 | 12/6/2012 | <u>Team Florida Mission to Colombia</u> Bogotá, Colombia | International Trade and Investment Various |
| 1/1/2013 | 1/1/2013 | <u>AACCLA's Outlook on the Americas Conference (TBA)</u> Miami, Florida | International Trade and Investment Various |
| 1/1/2013 | 1/1/2013 | <u>Opportunities in the Sunshine State - CCQF (TBA)</u> Quebec City, Quebec | International Trade and Investment Various |
| 1/28/2013 | 1/31/2013 | <u>ARAB HEALTH Trade Show 2013</u> Dubai, United Arab Emirates | International Trade and Investment Life Sciences |
| 1/30/2013 | 1/31/2013 | <u>Enterprise Florida Board and Stakeholders Meetings</u> Double Tree, Tallahassee | EFI Board / Stakeholders Council Meeting Various |
| 2/26/2013 | 3/3/2013 | <u>Australian International Air Show</u> Avalon/Victoria, Australia | International Trade and Investment Aerospace / Aviation |
| 3/5/2013 | 3/9/2013 | <u>Dubai International Boat Show 2013</u> Dubai, United Arab Emirates | International Trade and Investment Marine |
| 3/5/2013 | 3/9/2013 | <u>CeBit 2013</u> Hannover, Germany | International Trade and Investment Information Technology |
| 3/19/2013 | 3/20/2013 | <u>2013 International Days</u> Tallahassee, Florida | International Trade and Investment Various |
| 4/1/2013 | 4/1/2013 | <u>CASC Seminar 2013 (TBA)</u> Toronto/Ontario, Canada | International Trade and Investment Various |
| 4/11/2013 | 4/14/2013 | <u>China (Shanghai) International Boat Show 2013</u> Shanghai, China | International Trade and Investment Marine |

| | | | |
|-----------|-----------|--|---|
| 4/27/2013 | 4/29/2013 | <u>Colombia International Boat Show 2013</u> Cartagena, Colombia | International Trade and Investment Marine |
| 5/1/2013 | 6/1/2013 | <u>Export Sales Mission to Panamá & Costa Rica (TBA)</u> Panamá City & San José, Costa Rica | International Trade and Investment Various |
| 5/1/2013 | 5/1/2013 | <u>34th Hemispheric Congress of Latin Chambers of Commerce (TBA)</u> Miami, Florida | International Trade and Investment Various |
| 5/21/2013 | 5/24/2013 | <u>HOSPITALAR 2013</u> Sao Paulo, Brazil | International Trade and Investment Life Sciences |
| 5/23/2013 | 5/26/2013 | <u>Sanctuary Cove Boat Show 2013</u> Brisbane, Australia | International Trade and Investment Marine |
| 6/1/2013 | 6/1/2013 | <u>Export Sales Mission to Singapore & Malaysia (TBA)</u> Kuala Lumpur, Malaysia | International Trade and Investment Various |
| 6/17/2013 | 6/19/2013 | <u>Paris Air Show 2013</u> Le Bourget - Paris, France | International Trade and Investment Aerospace / Aviation |

*All dates are subject to change.

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12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

AVCON, Inc., the designated Perry Foley Airport consulting and engineering firm is to give the Board an update on the status of the Runway 18/36 rehabilitation project and general progress report.

MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: AVCON, Inc. to provide the Board a brief update on the status of the rehabilitation of Runway 18/36 at Perry Foley Airport and progress report.

Recommended Action: No action required.

Fiscal Impact: FAA requires the County to have a firm under contract for professional, engineering, planning, design and construction management services to be eligible for funding assistance from FAA. AVCON, Inc.'s services are paid for by grant funds obtained from FAA and FDOT Aviation Division.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: AVCON, Inc. has been the under contract with the County since October 2007 and has provided professional engineering, planning, design, and construction management services to the County. This is a requirement of FAA to receive funding assistance. FAA allows for contracts to be awarded for up to five years. AVCON's services is 100% grant funded.

Attachments: Not applicable

(13)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of the Emergency Management Performance Grant (EMPG) for Fiscal Year 2013.

**MEETING DATE REQUESTED:**

June 18, 2012

Statement of Issue: The Board to consider approval of base grant funding for EM Department

Recommended Action: Approve

Fiscal Impact: \$54,919

Budgeted Expense: Yes

Submitted By: Dustin Hinkel, EM Director

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The EMPG requires a 50% match and is a primary funding source for the EM Department

Options:

Attachments: FY 2013 Grant Contract

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Taylor County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment E.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2012 and shall end June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9920
Fax: 850-488-7842
Email: jenene.helms@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

____Dustin Hinkel____
____Taylor County Board of County Commissioners____
____201 E Green St.____
____Perry, FL 32347____
Telephone: ____ (850) 838-3500 ext 7 ____
Fax: ____ (850) 838-3501 ____
Email: ____admin.assist@taylorcountygov.com____

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Conditions

Attachment D – Reports

Attachment E – Program Statutes, Regulations and Special Conditions

Attachment F – Justification of Advance Payment

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

Attachment I – Statement of Assurances

Attachment J – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$54,919**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment F. Attachment F will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any

interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **July 31, 2013**, at the discretion of the Division, may not be reimbursed from this Agreement.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

____ Attn: Emergency Management Director ____
____ 201 E. Green St ____
____ Perry, FL 32347 ____

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

TAYLOR COUNTY

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

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

Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant
97.042
Award amount: \$54,919

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
44 CFR, Part 302
48 CFR, Part 31
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

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

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011 Emergency Management Performance Grants Program.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

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

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2012 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.
- Below is a general budget which outlines eligible categories and their allocation under this award.

| Grant | Recipient Agency | Category | Amount Allocated |
|---|------------------|---|------------------|
| FY 2012 – Emergency Management Performance Grants Program | COUNTY | Organizational Expenditures | \$48,989 |
| | | Planning Expenditures | |
| | | Training Expenditures | |
| | | Exercise Expenditures | |
| | | Equipment Expenditures | \$5,930 |
| | | Management and Administration Expenditures (5%) | |
| Total Award | | \$54,919 | |

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Emergency Management Performance Grants Program Guidance

FY2012 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration cost** are allowable.

A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and **other day-to-day activities in support of emergency management**. Proposed staffing activities should be linked to accomplishing the projects and activities outlined in the EMPG Program Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2012 EMPG Program funds. These costs must comply with 2 CFR Part §225, *Cost Principles for State, Local, and Indian Tribal Governments* (Office of Management and Budget [OMB] Circular A-87).

B. Planning

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

FY 2012 EMPG Program funds may be used to develop or enhance upon emergency management planning activities, some examples include:

- Provide input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency management/operation plans

- Maintaining a current local County Emergency Management Plan (CEMP)

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Community-based planning to advance "whole community" security and emergency management
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans

- Acquisition of critical emergency supplies defined as: shelf stable food products, water, and/or basic medical supplies.
- Supply preparation

Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster Recovery planning

- Disaster housing planning, such as creating/supporting a State disaster housing task force and developing/enhancing State disaster housing plans
- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans

Recovery planning

- The National Disaster Recovery Framework (NDRF) sets national policy and doctrine to define a new era of disaster recovery across Federal, State and local government. The NDRF aims to achieve a disaster recovery system that is more responsive to whole-community needs. EMPG Program recipients should, as feasible, take steps to develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

Program evaluations

C. Training

FY 2012 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.

Additional types of training include, but are not limited to, the following:

- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with

the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.

- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

Exercises implemented with grant funds should evaluate performance of the capabilities required to achieve exercise objectives. Exercise activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <https://hseep.dhs.gov>. All EMPG Program funded personnel shall participate in no less than three exercises in a 12 month period and should complete the following training requirements and record proof of completion. Real world events count toward meeting this requirement.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise projects
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise projects (e.g., gloves, non-sterile masks, and disposable protective equipment)
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

In accordance with 44 CFR 13.32, allowable equipment categories for the FY 2012 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

Recipients that are using FY 2012 EMPG Program funds to support emergency communications activities should comply with the *FY 2012 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 Waiver Order. SAFECOM guidance can be found at <http://www.safecomprogram.gov>.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

II. EHP

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2012 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtml>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,

- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the 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-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

III. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

The FY 2012 EMPG Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Program Analyst for review.

When applying for construction funds, including communications towers, at the time of application, recipients are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally

required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 106 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

When applying for EOC construction funds, at the time of application, recipients are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed all required steps for a successful EHP review in support of their proposal for funding (e.g., coordination and consultation).

IV. Maintenance and Sustainment

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

FY 2012 grant funds are intended to support the NPG and fund projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in GPD's Information Bulletin 336 (Maintenance and Sustainment) has been expanded to allow for the support of equipment that has previously been purchased with both Federal grant and non-Federal grant funding. The eligible costs for maintenance and sustainment must be an otherwise allowable expenditure under the applicable grant programs, and be tied to one of the core capabilities in the five mission areas contained within the NPG and be deployable through EMAC, where applicable.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

V. Monitoring:

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable EMPG grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Division will conduct monitoring for up to 25% of current year agreements.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Procurement Policy

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the Division. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the Division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the Division or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

V. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in scope of work.
- The Division shall administer the financial processes.

Attachment C

Program Conditions

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 3 below.
 - Provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2012 – June 30, 2013):
 - Regional Domestic Security Task Force (RDSTF) Meeting
 - Urban Area Security Initiative Meetings (if applicable)
 - State Working Group Meetings (if applicable)
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, each EMPG funded position during this contract period (July 1, 2012 – June 30, 2013) shall provide the following items. See Data Download and Upload detail in # 3 below.
 - Participate in at least 1 exercise per quarter
 - Submit an After Action Report for each exercise
 - Complete the Professional Development Series
3. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <http://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

Attachment D

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment J and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
 - Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
 - Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - Equipment Acquisition Costs: Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - Copies of the general ledger each quarter should also be provided.
- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. The Staffing Detail and Exercise Detail Form (Form 3) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises in each quarter.
- E. The final close-out report is due forty-five days after termination of this Agreement.
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment E

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient 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 Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 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)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. 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 FEMA.
 3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2012 Emergency Management Performance Grants Program Guidance and Application Kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment F
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

| |
|---|
| <input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |
|---|

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20__-20__ Anticipated Expenditures for First Three Months of Contract |
|---|--|
| <u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.) | |
| <u>For example</u> PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment I

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. 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 the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply 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.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment J
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

Quarterly Financial Report (Form 1):

1. These reports **must be** completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form **must** accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOUEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Staffing Detail and Exercise Detail - (Form 3):

1. The Staffing Detail and Exercise Detail Form is **due every quarter with your quarterly financial report**. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises that the EMPG funded employee has to participate in each quarter.
- 2012 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)
2. All EMPG funded personnel shall participate in three exercises (i.e., one exercise per quarter) of any type (e.g. Drills, Tabletop Exercises, Functional), and one full-scale exercise within a 12-month period. Please note that response to any real-world events within a 12-month period may fulfill a single, quarterly exercise requirement. (Appendix B – FY 2012 EMPG Program Priorities)
 3. Target Training and Verify Capability of Personnel. Training activities supported with EMPG Program funds should strategically align to the NPG core capabilities identified in the Multi-Year TEP. To ensure the development of a professional emergency management workforce **all EMPG Program funded personnel** shall complete the following training requirements and record proof of completion.22 Appendix B – FY 2012 EMPG Program Priorities
NIMS Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

Close Out Report - (Form 4):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
QUARTERLY FINANCIAL REPORT
FORM 1**

GRANTEE:

Claim # _____

County Name: _____

Address: _____

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

Point of Contact: _____

Telephone #: _____

AGREEMENT # _____

July 1 – September 30 – Due no later than October 31

October 1 – December 31 – Due no later than January 31

January 1 – March 31 – Due no later than April 30

April 1 – June 30 – Due no later than July 31

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

| CUMULATIVE | TOTAL ALLOCATED | CURRENT CLAIM | CUM. FUNDS EXPENDED | REMAINING BALANCE |
|--|-----------------|---------------|---------------------|-------------------|
| 1. Organizational Costs | | | | \$0.00 |
| 2. Planning Costs | | | | \$0.00 |
| 3. Training Costs | | | | \$0.00 |
| 4. Exercise Costs | | | | \$0.00 |
| 5. Equipment Costs | | | | \$0.00 |
| 6. Management and Administration Costs (limited to 5% of the total award) | | | | \$0.00 |
| TOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

\$0.00

EMPG MATCH

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA, provide appropriate back-up/supporting documentation.

| MATCH | EMPA | LOCAL | IN-KIND | OTHER NON-FEDERAL |
|-------|------|-------|---------|-------------------|
| | | | | |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____

Contract Manager or Financial Officer

Date _____

QUARTERLY STATUS REPORT

This information must be clearly linked to the project **TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.**

Report events, progress, delays, etc. that pertain to this project.

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

| | |
|-----------------------------|--|
| Total EMPG (Federal) Amount | |
| Prior Payments | |
| This Payment | |
| Unexpended Funds | |

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

DETAIL OF CLAIMS

FORM 2

CATEGORY # _____

(Please use one form per category. Pick from the below 1-6)

1. Organizational Expenditures

2. Planning Expenditures

3. Training Expenditures

4. Exercise Expenditures

5. Equipment Expenditures

6. Management and Administration Expenditures

(limited to 5% of the total award)

County _____ Costs Incurred During the Period of: / / to / Claim Number: _____

| Vendor | Briefly Describe Item and its EM Purpose | Date Paid | Check Number | Amount | AEL# (if applicable) |
|-----------------------------------|--|-----------|--------------|--------|----------------------|
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| | | | | | |
| Total Costs Charged to this Grant | | | | \$0.00 | |

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

Form 2 (if applicable)

DETAIL OF CLAIMS

ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County _____ Costs Incurred During the Period of: ____/____/____ to ____/____/____ Claim Number: _____

| Name of Employees | Job Title | % of Time Charged to this Grant | Salary \$ Charged to this Grant | Fringe Benefits \$ Charged to this Grant |
|---|-----------|---------------------------------|---------------------------------|--|
| | | | | |
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| | | | | |
| TOTALS | | | \$0.00 | \$0.00 |
| Total Salaries and Benefits Charged to this Grant | | | | \$0.00 |

DIVISION OF EMERGENCY MANAGEMENT
 COUNTY
 FY 2012-2013
 FOR EMPG FUNDED EMPLOYEES ONLY
 FORM 3

EMPG Staffing Detail

| Name & Position Title [1] | Approx # of hrs/Week Devoted to EM Activities [2] | Annual Total Salaries & Benefits by position [3] | % EMPG Base Grant (Federal) [4] |
|------------------------------|--|--|---------------------------------------|
| | | | |

DIRECTIONS STAFFING DETAIL:

1. In column 1 list titles and name of ALL EMPG funded staff
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4, provide the funding distribution (%) for the amount in column 3.

EMPG Training

| Has the employee received certificate/completed the following: (yes or no) | | | | |
|--|----------------|----------------|----------------|---|
| NIMS IS 100 | NIMS IS 200 | NIMS IS 700 | NIMS IS 800 | FEMA Professional Development Series |
| | | | | |

EMPG Exercise(s) Per Quarter

| Name & Position Title [1] | Date [2] | Description of Exercise [3] |
|------------------------------|-------------|--------------------------------|
| | | |

DIRECTIONS:

1. In column 1, list name and titles of Emergency Management staff that is funded with EMPG
2. In column 2, date of Exercise(s) employee participated in
3. In column 3, a brief description of the exercise(s) EMPG employee participated in

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
CLOSE-OUT REPORT
FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____

Agreement No. _____

Address _____

Agreement Amount _____

City and State _____

Agreement Period _____

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

| Cost Categories | By Category - Total Contract Expenditures |
|--|---|
| 1. Organizational Activities | |
| 2. Planning Activities | |
| 3. Training Costs | |
| 4. Exercise Costs | |
| 5. Equipment Acquisition Costs | |
| 6. Management and Administration Costs | |
| Total | \$0.00 |

| | Date | Amount |
|---------|------|--------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| Total 7 | | \$0.00 |

Agreement Amount _____

Minus Total Payments
(Including final requested funds – Line 7) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

Date _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of the Emergency Management Preparedness and Assistance Grant (EMPA) for Fiscal Year 2013.

MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: The Board to consider approval of base grant funding for EM Department

Recommended Action: Approve

Fiscal Impact: \$105,806

Budgeted Expense: Yes

Submitted By: Dustin Hinkel, EM Director

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The EMPA is a 100% reimbursable grant that is the primary funding source for the EM Department

Options:

Attachments: FY 2013 Grant Contract

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Taylor County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment E.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2012 and shall end June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor

the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this

Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9920
Fax: 850-488-7842
Email: jenene.helms@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

____Dustin Hinkel____
____Taylor County Board of County Commissioners____
____201 E Green St.____
____Perry, FL 32347____
Telephone:____(850) 838-3500 ext 7____
Fax:____(850) 838-3501____
Email:____admin.assist@taylorcountygov.com____

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's

performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments:
 - Exhibit 1 - Funding Sources
 - Attachment A – Program Budget
 - Attachment B – Scope of Work
 - Attachment C – Program Conditions
 - Attachment D – Reports
 - Attachment E – Program Statutes, Regulations and Program Requirements
 - Attachment F – Justification of Advance Payment
 - Attachment G – Warranties and Representations
 - Attachment H – Certification Regarding Debarment
 - Attachment I – Statement of Assurances
 - Attachment J – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment F. Attachment F will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Any requests received after **July 31, 2013**, at the discretion of the Division, may not be reimbursed from this Agreement.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

____ Attn: Emergency Management Director ____
____ 201 E. Green St ____
____ Perry, FL 32347 ____

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and

the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

TAYLOR COUNTY

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

State Project -

State awarding agency: Division of Emergency Management
Catalog of State Financial Assistance title: Emergency Management Programs
Catalog of State Financial Assistance number: 31.063
\$105,806

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

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

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

Attachment A
Program Budget

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

| Grant | Recipient Agency | Category | Amount Allocated |
|--|------------------|--|------------------|
| FY 2012-2013 – Emergency Management Preparedness and Assistance Grant | COUNTY | Salary and Benefits | \$20,149 |
| | | Other Personal/Contractual Services (OPS) | |
| | | Expenses | \$66,935 |
| | | Operating Capital Outlay (OCO) | \$18,722 |
| | | Fixed Capital Outlay (FCO) | |
| Total Award | | \$105,806 | |

Attachment B

Scope of Work

Intent of Agreement: The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

I. Categories and Eligible Activities

Emergency Management Preparedness and Assistance Grant

FY2012-2013 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

A. Salaries and Benefits

Salaries and Benefits are eligible for reimbursement under the EMPA Agreement. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout
 - Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

B. Other Personal/Contractual Services

This category allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. The Division will respond within five (5) business days to requests for pre-approval unless additional information is needed from the county. If requested, the response date will begin when the additional information is received. If no response is received by the close of business on the 5th business day, the contract or purchase order will be approved by default.

Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

C. Expenses

Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

Maintenance and Service Contracts or Purchase Orders Maintenance and Service Contracts and Purchase order timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

D. Operating Capital Outlay

Operating Capital Outlay (OCO) is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

E. Fixed Capital Outlay

Fixed Capital Outlay (FCO) is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

II. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

II. Monitoring:

The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Division will conduct monitoring for up to 25% of current year agreements.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Procurement Policy

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the Division. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the Division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the Division or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

III. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in scope of work.
- The Division shall administer the financial processes.

Attachment C

Program Conditions

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 6 below.
 - A) Provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2012 – June 30, 2013):
 - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
 - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
 - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2012 – June 30, 2013), the county shall:
 - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. See Data Download and upload details in # 6 below.
 - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
 - Participate in at least one (1) conference call.
 - B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. See Data Download and Upload details in # 6 below.
3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6 below. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2013**. This shall include:
 - A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.
 - B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.

4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal no later than June 1, 2013. See Data Download and Upload details in # 6.
 - A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:
 - County Government Emergency Fuel Strategy
 - Utilization of private business and industry in meeting emergency resource needs
 - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency; and
 - B) Location, survey forms and attributes information for county logistical staging areas; and
 - C) Location and attribute information for Points of Distribution (POD) sites and Comfort Stations; and
 - D) Locations for Emergency Worker Base Camps.
5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6. All information shall be verified by the county.
 - A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
 - B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
 - C) Develop and submit a strategy to ensure that by **June 1, 2013**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
 - D) Develop and submit a strategy to ensure that by **June 1, 2013**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation

Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.

- E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
- F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.

6. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <http://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

7. **STATUTORY REQUIREMENTS (including but not limited to):**

A) Sec. 252.355, Florida Statutes. Registry of persons with special needs; notice.

Maintain a registry of persons with special needs located within the jurisdiction of the local agency. The registration shall identify those persons in need of assistance and plan for resource allocation to meet those identified needs. The registry shall be updated annually and give persons with special needs the option of pre authorizing emergency response personnel to enter their homes during search and rescue operations if necessary.

B) Sec. 252.38, Florida Statutes. Emergency management powers of political subdivisions.

- i. Each county must establish and maintain an emergency management agency (unless the county is part of an interjurisdictional emergency management agreement as detailed in § 252.38(1)(a), Fla. Stat.)
- ii. Each county must Develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive management plan and program (unless the county is part of an interjurisdictional emergency management agreement as detailed in § 252.38(1)(a), Fla. Stat.)
- iii. Each county emergency management agency shall have a Director.
- iv. Director has direct responsibility for organization, administration and operation of county emergency management agency
- v. Director shall coordinate emergency management activities, services and programs within the county.
- vi. Director shall serve as liaison to the Division and other local emergency management agencies and organizations
- vii. County emergency management agencies shall perform emergency management functions within the county
- viii. County emergency management agencies shall conduct activities outside territorial limits as required pursuant to §§ 252.31-252.90, Fla. Stat., and in accordance with state and county emergency management plans and mutual aid agreements
- ix. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during postdisaster emergency operations

C) Sec. 252.385(4), Florida Statutes, Public Shelter Space

Local emergency management agencies shall coordinate with public facilities, including schools, post secondary educational facilities, and other facilities owned or leased by state or local governments, but excluding hospitals, hospice care facilities, assisted living facilities, and nursing homes, which are suitable for use as public hurricane evacuation shelters, to ensure that designated facilities are ready to activate prior to a specific hurricane or disaster.

D) Sec. 252.40, Florida Statutes. Mutual aid arrangements. (optional - not a requirement)

It is the duty of each local emergency management agency to render assistance in accordance with the provisions of mutual aid agreements to the fullest extent in times of emergency

F) Sec. 381.0303(2), Florida Statutes. Special needs shelters.

- i. County health departments shall, in conjunction with the local emergency management agencies, have the lead responsibility for coordination of the recruitment of health care practitioners to staff local special needs shelters. County health departments shall assign their employees to work in special needs shelters when those employees are needed to protect the health and safety of persons with special needs. County governments shall assist the department with nonmedical staffing and the operation of special needs shelters. The local health department and emergency management agency shall coordinate these efforts to ensure appropriate staffing in special needs shelters.
- ii. The appropriate county health department, Children's Medical Services office, and local emergency management agency shall jointly decide who has responsibility for medical supervision in each special needs shelter.
- iii. Local emergency management agencies shall be responsible for the designation and operation of special needs shelters during times of emergency or disaster and the closure of the facilities following an emergency or disaster. The local health department and emergency management agency shall coordinate these efforts to ensure the appropriate designation and operation of special needs shelters. County health departments shall assist the local emergency management agency with regard to the management of medical services in special needs shelters.

G) Sec. 393.067(8), Florida Statutes. Facility licensure.

- i. Review and approve the comprehensive emergency management plan for all comprehensive transitional education programs and for homes serving individuals who have complex medical conditions.
- ii. The local emergency management agency shall ensure that the Agency for Persons with Disabilities and the Division of Emergency Management, at a minimum, are given the opportunity to review the plan, as well as appropriate volunteer organizations.
- iii. The local emergency management agency shall complete its review within 60 days and either approve the plan or advise the facility of necessary revisions.

H) Sec. 395.1055(1)(c), Florida Statutes. Rules and enforcement

- i. Review and approve comprehensive emergency management plan (for hospitals) submitted by the State Agency for Health Care Administration.
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions.

I) Sec. 400.23(2)(g), Florida Statutes. Rules: evaluation and deficiencies; licensure status.

- i. Review and approve comprehensive emergency management plan (for nursing homes and related health care facilities) submitted by the State Agency for Health Care Administration.
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

J) Sec. 400.967(2)(g), Florida Statutes. Rules and classification of deficiencies.

- i. Review and approve comprehensive emergency management plan (for Intermediate Care Facilities for the Developmentally Disabled) submitted by the State Agency for Health Care Administration.
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

K) Sec. 429.41(1)(b), Florida Statutes. Rules establishing standards. (optional - not a requirement)

- i. Review and approve comprehensive emergency management plan (for assisted care communities) submitted by the State Agency for Health Care Administration
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

L) Sec. 1013.372(1), Florida Statutes. Educational facilities as emergency shelters.

The Department of Education shall, in consultation with the boards and state and county emergency management offices, include within the standards to be developed under this subsection public shelter design criteria to be incorporated into the Florida Building Code.

M) Sec 1013.74(4), Florida Statutes. University authorization for fixed capital outlay projects. The university board of trustees shall, in consultation with local and state emergency management agencies, assess existing facilities to identify the extent to which each campus has public hurricane evacuation shelter space.

Attachment D

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment J and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
 - OPS/Contractual Services: includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
 - Expenses: must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - OCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - FCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - Copies of the general ledger each quarter should also be provided.
- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. The final close-out report is due forty-five days after termination of this Agreement.
- E. The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.
- F. In addition to the above, in order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2012. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

- G. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2012.
- H. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment E

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment F
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20__-20__ Anticipated Expenditures for First Three Months of Contract |
|---|--|
| <u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.) | |
| <u>For example</u> PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment I

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. 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 the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply 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.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment J
Reporting Forms**

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2 and 3):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOUEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Budget - (Form 4):

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).
3. This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.

Staffing Detail - (Form 5):

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc.

Historical for Match - (Form 6):

1. **AGREEMENT PERIOD 2011-2012 - This will consist of the last quarter of the county's fiscal year 2010-2011 and the first three quarters of the county's fiscal year 2011-2012**
2. This information represents the county's general funds and all federal and/or state funds provided for the county's Emergency Management Program for Fiscal Year 2012-2013. Federal Funds requires a dollar for dollar non-federal match from county generated funds or other non-federal funds.
3. This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs.
4. Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

EXPENDITURE DEFINITIONS - This sample report should serve only as an example - Use actual data from your County's financial records

1. Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.
2. Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
3. Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.
4. Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.
5. Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Close Out Report - (Form 7):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
QUARTERLY FINANCIAL REPORT**

Form 1

GRANTEE:

Claim # _____

County Name: _____

Address: _____

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

Point of Contact: _____

Telephone #: _____

AGREEMENT # _____

July 1 – September 30 – Due no later than October 31

October 1 – December 31 – Due no later than January 31

January 1 – March 31 – Due no later than April 30

April 1 – June 30 – Due no later than July 31

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

| CUMULATIVE | TOTAL ALLOCATED | CURRENT CLAIM | CUM. FUNDS EXPENDED | REMAINING BALANCE |
|---|-----------------|---------------|---------------------|-------------------|
| 1. Salary and Benefits | | | | \$0.00 |
| 2. Other Personal /Contractual Services | | | | \$0.00 |
| 3. Expenses | | | | \$0.00 |
| 4. Operating Capital Outlay (OCO) | | | | \$0.00 |
| 5. Fixed Capital Outlay (FCO) | | | | \$0.00 |
| TOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

\$0.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____

Contract Manager or Financial Officer

_____ Date

QUARTERLY STATUS REPORT

This information must be clearly linked to the project **TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.**
Report events, progress, delays, etc. that pertain to this project.

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

| | |
|---------------------------|--|
| Total EMPA (State) Amount | |
| Prior Payments | |
| This Payment | |
| Unexpended Funds | |

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM

Form 2

DETAIL OF CLAIMS

1. SALARIES AND BENEFITS COSTS

County _____ Costs Incurred During the Period of: ____/____/____ to ____/____/____ Claim Number: _____

| Name of Employees | Job Title | % of Time Charged to this Grant | Salary \$ Charged to this Grant | Fringe Benefits \$ Charged to this Grant |
|--|-----------|---------------------------------|---------------------------------|--|
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| | | | | |
| TOTALS | | | \$0.00 | \$0.00 |
| Total Salaries and Benefits Charged to this Grant | | | | \$0.00 |

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM

Form 3

2.-5. DETAIL OF CLAIMS

CATEGORY # _____

(Please use only one form per category. Pick from 2.-5.)

2. Other Personal/Contractual Services (OPS)

3. Expenses

4. Operating Capital Outlay (OCO)

5. Fixed Capital Outlay (FCO)

County _____ Costs Incurred During the Period of: ____/____/____ to ____/____/____ Claim Number: _____

| Vendor | Briefly Describe Services Provided for EM | Date Paid | Check Number | Amount |
|--------|---|-----------|--------------|---------------|
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| | | | Total | \$0.00 |

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
LOCAL EMERGENCY MANAGEMENT BUDGET**

Form 4

| County | 2011-2012 LOCAL (10/1/11-9/30/12) | 2010-2011 LOCAL (10/1/10-9/30/11) | 2009-2010 LOCAL (10/1/09-9/30/10) | Average of 3 years | County Contribution (%) Based on 3 year average | Reduction in County Budget (%) Based on 3 year average | County Contribution (%) Based on Previous Year Budget (11-12) | Reduction in County Budget (%) Based on Previous Year Budget (11-12) | Comments |
|--------|---|---|---|-----------------------|--|---|---|--|----------|
| | | | | \$0 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | |

This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).

27P-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

_____ County

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL
Form 5
FY 2012-2013**

| | | | LOCAL | | STATE/FEDERAL | | | | |
|------------------------------|---|---|---|-------------------------------------|---|---|--|--|------------------------------------|
| Name & Position Title [1] | Approx. # of Hrs./Week Devoted to EM Activities [2] | Annual Total Salaries & Benefits \$ by Position [3] | % County General Fund (Local) [4] | % Other Local Funds [5] | % EMPA Base Grant (State) [6] | % EMPG Base Grant (Federal) [7] | % Hazardous Materials Planning Grant (State) [8] | % Other State or Federal Funds [9] | % Total All Funds [10] |
| | | | | | | | | | |

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.
5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY

**COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2011-2012**
(Dates: July 1, 2011 - June 30, 2012)
FORM 6

| Expenditure Categories | LOCAL | | | STATE/FEDERAL | | | | TOTAL |
|------------------------------------|-----------------------------|-------------------|---------|----------------------------------|------------------------------------|--|------------------------------|----------------------------------|
| | County General Fund (Local) | Other Local Funds | Local | State Portion of EMPA Base Grant | Federal Portion of EMPG Base Grant | Hazardous Materials Planning Grant (state) | Other State OR Federal Funds | Total State and/or Federal Funds |
| | (a) | (b) | (a+b=c) | (d) | (e) | (f) | (g) | (d+e+f+g=h) |
| 1. Salaries & Benefits | | | | | | | | |
| 2. Other Personal/Contractual Ser. | | | | | | | | |
| 3. Expenses | | | | | | | | |
| 4. Operating Capital Outlay | | | | | | | | |
| 5. Fixed Capital Outlay | | | | | | | | |
| Total Expenditures \$ | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Amount of funds provided as match for Federal portion of grant (EMPG) \$ _____
Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2011-2012 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed _____
Title _____
Date _____

AGREEMENT PERIOD 2011-2012 - This will consist of the last quarter of the county's fiscal year 2010-2011 and the first three quarters of the county's fiscal year 2011-2012

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Emergency Management Preparedness and Assistance Grant Program

Form 7

Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____

Agreement No. _____

Address _____

Agreement Amount _____

City and State _____

Agreement Period _____

Payments Received Under this Agreement

(Include any advanced funds and final requested payment)

| Cost Categories | By Category - Total Contract Expenditures |
|--------------------------------------|---|
| Salary and Benefits | |
| Other Personal/Contractual Services | |
| Expenses | |
| Operating Capital Outlay (Equipment) | |
| Fixed Capital Outlay | |
| Total | \$0.00 |

| | Date | Amount |
|---------|------|--------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| Total 6 | | \$0.00 |

Agreement Amount _____

Minus Total Payments
(Including final requested funds – Line 6) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

Date _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

EXPENDITURE CATEGORY DEFINITIONS

1 SALARY AND BENEFITS:

The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

2 OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

3 EXPENSES:

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

4 OPERATING CAPITAL OUTLAY:

Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

5 FIXED CAPITAL OUTLAY:

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Execution of Lease Agreement with Foley Timber and Land Company for Temporary Disposal Staging and Reduction Sites

MEETING DATE REQUESTED:

Statement of Issue: Board to consider approval of Lease Agreement with Foley Timber and Land Company for Temporary Disposal Staging and Reduction Sites

Recommended Action: Approval of the Agreement and Authorization for the Chairperson to sign the Agreement

Fiscal Impact: Varies – this is a potential reimbursable expense by FEMA and/or FHWA

Budgeted Expense: No

Submitted By: Dustin Hinkel, Emergency Management Director

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Due to the potential of having large quantities of vegetative debris after a natural disaster, it is prudent for the County to have Temporary Disposal Staging and Reduction Sites available throughout Taylor County. As the Board of County Commissioners does not own large parcels throughout the county, it is important that agreements with private landowners be made to ensure adequate staging areas for this debris. As the largest private landowner in Taylor County, Foley Timber & Land Company has agreed to enter into a license agreement with the County for three sites for this use.

The sites will be operated by the County through their Debris Clean-up contractor (currently DRC, Inc) and monitored by an independent contractor yet to be selected. The collection contractor and the monitoring contractor are required by FEMA and FHWA for reimbursement.

Vegetative debris at these sites may be chipped, mulched or burned. When the work is complete, the sites will be returned to their pre-event state.

Exhibit A identifies three sites strategically located throughout the county for 2012. The cost to lease these parcels is \$10 per acre per month for actual use. This is a potential reimbursable expense by FEMA and/or FHWA.

✓ **Options:**

Attachments: Lease Agreement

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

FOLEY TIMBER AND LAND
COMPANY, LIMITED PARTNERSHIP

Print Name _____

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

Print Name: _____

By: _____
Name: _____
Title: _____

Witnesses:

TAYLOR COUNTY,
a political subdivision of the
State of Florida

Print Name _____

By: _____
Name: Patricia Patterson
Title: _Chair

Print Name: _____

EXHIBIT "A"

The Property

Steinhatchee
83 26 46.675W
29 44 5.342N

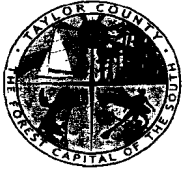
Beaches
83 32 26.582W
29 48 38.643N

Econfina
83 43 46.311W
30 7 3.115N

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LETTER OF OPPOSITION TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT'S (FDEM) PROPOSED LOCAL EMERGENCY MANAGEMENT AGENCY TYPING/RANKING PROGRAM CURRENTLY UNDER DEVELOPMENT, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

MEETING DATE REQUESTED:

JUNE 18, 2012

Statement of Issue: FDEM HAS PROPOSED A TYPING/RANKING PROGRAM THAT IS AIMED AT RANKING COUNTY EM DEPARTMENTS BASED ON THE MATHEMATICAL OUTCOME OF OBSERVED CAPABILITIES.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 850-838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FDEM WAS GIVEN A DIRECTIVE BY THE GOVERNOR TO DEVELOP A SYSTEM TO RANK THE COUNTY EM DEPARTMENTS BY AUGUST 1, 2012. COUNTY EM DIRECTORS HAVE BEEN IN OPPOSITION TO THE SYSTEM BASED ON ITS INABILITY TO BE EQUITABLE AND HIGH POTENTIAL FOR ADDITIONAL UNFUNDED MANDATES. POTENTIAL VARIABLES RELEASED JUNE 7 INDICATE THAT FDEM SEEKS TO EVALUATE MORE THAN JUST THE COUNTIES' LOCAL EM DEPARTMENTS. THE VARIABLES INDICATE THAT THE SYSTEM IS CANNOT BE EQUITABLE TO SMALL, RURAL, AND FINANCIALLY CONSTRAINED COUNTIES AND SHOW THAT FDEM INTENDS TO EVALUATE OTHER DEPARTMENTS AND ELECTED AND APPOINTED OFFICIALS OF THE COUNTY.

Options: APPROVE/DISAPPROVE/PROPOSE EDITS

Attachments: LETTER OF OPPOSITION
PROPOSED VARIABLES
EM DIRECTOR'S COMMUNICATIONS



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

June 18, 2012

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

Dear Governor Scott,

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

While we support any effort by FDEM to develop a program to observe and assess the unique needs of each individual county, we ask that FDEM and the Executive Office of the Governor respect the fact that the state of Florida is made up of 67 completely unique counties with the authority and obligation to create and organize a governing body that best meets the needs of its citizens. The ideal assessment would allow the state to determine the level of support that each county may need in emergency situations. Unfortunately, the current project under development is far from ideal and raises serious concerns about its utility and scope.

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

After further review of the list of variables made available to county EM Directors for review and comment on Thursday, June 7, we felt an obligation to voice our concerns about the program's equitability and scope. The majority of the 106 proposed variables are well beyond the scope of authority granted to the County's emergency management department. Variables referring to budget allocations, other department's staffing and operations, and the level of participation of elected and appointed personnel are outside the control of the Emergency Management Director and seem to indicate that FDEM's true intent is to evaluate and assign a rank to the Board of County Commissioners and all its departments. We strongly feel that this is well beyond the scope of the Florida Division of Emergency Management, or any other state agency,

and we intend to advise our departments not to participate in any such assessment, if implemented. We would like to assure you that we continuously evaluate every department to ensure the highest level of service is being provided to the citizens and visitors of Taylor County that meets their specific and unique needs.

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

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

Thank you for your consideration.

Sincerely,

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

CC:

Senator Bill Montford
Representative Leonard Bembry

| Variable/Concept | Functional Area | Normalization 1 |
|--|------------------------|-------------------------------------|
| Is the County EM Director either FL or Internationally accredited in EM | Finance/Administration | Yes/No |
| Does the County EM Director have a Bachelor's Degree or higher | Finance/Administration | Yes/No |
| How many years has the County EM Director served in that position | Finance/Administration | Ordinal Number (Normalized to a 0-1 |
| What is the # of overall staff FTE's (per capita) | Finance/Administration | Per Capita Number (Normalized to a |
| What is the proportion of the EM budget to the total county budget | Finance/Administration | Ordinal Number (Normalized to a 0-1 |
| What is the proportion of total EM FTE's attributable to part-time staff | Finance/Administration | Ordinal Number (Normalized to a 0-1 |
| What is the overall EM budget (per capita) | Finance/Administration | Per Capita Number (Normalized to a |
| Is there a separate County EM Website or separate page devoted to EM | Finance/Administration | Yes/No |
| What is the overall # of monthly hits on homepage of EM Website/page (per capita) | Finance/Administration | Per Capita Number (Normalized to a |
| Does the County have available legal counsel on fulltime staff | Finance/Administration | Yes/No |
| Does the County have an available Public Information Officer on fulltime staff | Finance/Administration | Yes/No |
| Does the County have available Public Relations personnel on fulltime staff | Finance/Administration | Yes/No |
| Does the County require that EM personnel undergo background checks to Federal standards | Finance/Administration | Yes/No |
| Is the County EM Director attached to EM on a full-time or part time basis | Finance/Administration | Yes/No |
| Does the County have secured (limited) facility access to EOC during activations | Finance/Administration | Yes/No |
| Does the County EM Department have an Internal training and development program | Finance/Administration | Yes/No |
| Does the County EM Department have a Multi-year strategy with goals, objectives and plans | Finance/Administration | Yes/No |
| Does the County EM department have a written Resource/Logistics management plan | Finance/Administration | Yes/No |
| Does the County EM Department maintain an updated state agency/ESF contact list | Finance/Administration | Yes/No |
| Does the County EM Department maintain an updated contact list for municipalities within the county | Finance/Administration | Yes/No |
| Does the County locate backup copies of vital documents away from the main County facility | Finance/Administration | Yes/No |
| Does the County EM Director report directly to the BOCC | Finance/Administration | Yes/No |
| Does the County EM Director have authority over the County EM Budget | Finance/Administration | Yes/No |
| Does the County have a Building Code Official on fulltime staff | Mitigation | Yes/No |
| What is the County's overall Mitigation budget (per capita) | Mitigation | Per Capita Number (Normalized to a |
| Does the County have stricter building codes in known hazard areas than required by State codes | Mitigation | Yes/No |
| Has the County updated its building codes within the past year | Mitigation | Yes/No |
| Does the County address the protection of critical infrastructure in the comprehensive plan | Mitigation | Yes/No |
| Has the County updated its hazard maps within the past year | Mitigation | Yes/No |
| Does a County plan exist for the identification, routing and monitoring of hazardous goods | Mitigation | Yes/No |
| How much local funding was provided for hazard mitigation and mitigation planning (per capita) | Mitigation | Per Capita Number (Normalized to a |
| Does the County currently have a hazard mitigation plan approved by the BOCC | Mitigation | Yes/No |
| Has the County enacted risk-based zoning ordinances | Mitigation | Yes/No |
| How old (in years) is the last update to the County's Local Mitigation Strategy (LMS) plan | Mitigation | Ordinal Number (Normalized to a 0-1 |
| How many public LMS meetings does the County hold per year | Mitigation | Ordinal Number (Normalized to a 0-1 |
| How many of the optional crosswalk requirements (#9, 10, 11) did the County complete in the last 5 years | Mitigation | Ordinal Number (Normalized to a 0-1 |
| What is the LMS adoption % for municipalities within the County | Mitigation | Ordinal Number (Normalized to a 0-1 |
| What is the County's current buydown rate under the Community Rating System for NFIP purposes | Mitigation | Ordinal Number (Normalized to a 0-1 |

| | | |
|--|--------------|-------------------------------------|
| Does the County have a COOP Plan codified by rule or SOP | Preparedness | Yes/No |
| Does the County have an alternate EOC available on standby | Preparedness | Yes/No |
| Does the County require Elected Officials to participate in Exercises | Preparedness | Yes/No |
| Does the County require Elected Officials to take yearly EM training classes | Preparedness | Yes/No |
| Does the County require Appointed Officials to participate in Exercises | Preparedness | Yes/No |
| Does the County require Appointed Officials to take yearly EM training classes | Preparedness | Yes/No |
| What is the Number of County Officials who have earned FEMA Basic or Advanced Certification | Preparedness | Ordinal Number (Normalized to a 0-1 |
| How many hours of EM training does the average County employee receive each year | Preparedness | Ordinal Number (Normalized to a 0-1 |
| How many hours of EM training does the average County EM employee receive each year | Preparedness | Ordinal Number (Normalized to a 0-1 |
| What % of County employees have a disaster role in the County EOC (per capita) | Preparedness | Ordinal Number (Normalized to a 0-1 |
| Did the County actively participate in the last Statewide Hurricane Exercise | Preparedness | Yes/No |
| How many EM Drills has the County supervised in the last year | Preparedness | Ordinal Number (Normalized to a 0-1 |
| Does the County include private-sector partners in County-sponsored exercises | Preparedness | Yes/No |
| Has the County amended its SOP's during the last year based on Exercise results | Preparedness | Yes/No |
| Has the County amended its Ordinances during the last year based on Exercise results | Preparedness | Yes/No |
| Does the County have a Catastrophic Plan as an annex/appendix to the Comprehensive plan | Preparedness | Yes/No |
| Has the County developed a catalog of public-sector critical facilities and infrastructure | Preparedness | Yes/No |
| Has the County developed a catalog of private-sector critical facilities and infrastructure | Preparedness | Yes/No |
| Does the County have copies of private-sector critical facility EM plans | Preparedness | Yes/No |
| Has the County included volunteer-based organizations in EM plans | Preparedness | Yes/No |
| Does the County have a strategy for improving local family preparedness | Preparedness | Yes/No |
| Over the past year, how much money has the County spent on improving local family preparedness | Preparedness | Per Capita Number (Normalized to a |
| Does the County EM Department have multi-language/culture capability | Preparedness | Yes/No |
| Does the County have copies of EM Plans from the County's Non-EM Public Agencies | Preparedness | Yes/No |
| Does the County sponsor a public education outreach program | Preparedness | Yes/No |
| Has the County created a vulnerable population plan | Preparedness | Yes/No |
| Does the County have an updated special/functional needs contact list | Preparedness | Yes/No |
| Does the County have pre-event contracts for Debris Management Sites | Recovery | Yes/No |
| Does the County have pre-event contracts for Debris Management Contractors | Recovery | Yes/No |
| Does the County have locations for DRC/ESC's pre-identified | Recovery | Yes/No |
| Does the County have a dedicated Recovery Grant Manager identified (different than the EM Director) | Recovery | Yes/No |
| Does the County have a dedicated Housing Coordinator identified (different than the EM Director) | Recovery | Yes/No |
| Does the County have staff trained to DFS Accountability standards | Recovery | Yes/No |
| Does the County have staff trained on performing Preliminary Damage Assessments | Recovery | Yes/No |
| Has the County identified sensitive historic/environmental/tribal lands and placed them on a GIS lay | Recovery | Yes/No |
| Has the County enacted a SOP for records retention in alignment with State law | Recovery | Yes/No |
| Does the County currently have any PA accounts in arrears to FEMA or the State | Recovery | Yes/No |
| Have all County PA projects older than 8 years been closed out | Recovery | Yes/No |
| Has the County submitted a housing survey to the Division | Recovery | Yes/No |

| | | |
|---|----------|-------------------------------------|
| Does the County have an active CERT program | Recovery | Yes/No |
| Does the County have active local faith-based volunteer organizations | Recovery | Yes/No |
| Does the County have active local non faith-based volunteer organizations | Recovery | Yes/No |
| Does the County have a post-event Donations strategy codified by rule or SOP | Recovery | Yes/No |
| Has the County added Post-Disaster Redevelopment Planning to the comprehensive plan | Recovery | Yes/No |
| How many Damage Assessment Teams can the the County field within 24 hours of an event | Response | Ordinal Number (Normalized to a 0-1 |
| How many Radiation Dosimeter Kits does the County have | Response | Ordinal Number (Normalized to a 0-1 |
| Does the County have locations for mass-care sites pre-identified | Response | Yes/No |
| Does the County have a clearly defined ICS Command Structure codified by rule or SOP | Response | Yes/No |
| What is the square footage of the County EOC (per capita) | Response | Per Capita Number (Normalized to a |
| Has the County tested its Emergency Response Plan within the past year | Response | Yes/No |
| Do the various ESF's have assigned seats in the County EOC | Response | Yes/No |
| What is the % of the County population that can be sheltered in standard shelters | Response | Ordinal Number (Normalized to a 0-1 |
| What is the % of the County population that can be sheltered in special-needs shelters | Response | Ordinal Number (Normalized to a 0-1 |
| What is the pet capacity at the County's pet-friendly shelters | Response | Ordinal Number (Normalized to a 0-1 |
| Does the County test equipment in the EOC on at least a monthly basis | Response | Yes/No |
| Does an evacuation plan serve as an annex/appendix to the County's Comprehensive Plan | Response | Yes/No |
| Does the County make preprinted informational material available at public locations | Response | Yes/No |
| Does the County EM Plan identify the County's public health surge capacity | Response | Yes/No |
| Does the County have a plan for disseminating local EM information post-event | Response | Yes/No |
| Has the County's local warning system been tested within the last year | Response | Yes/No |
| Does the County have pre-identified search and rescue teams | Response | Yes/No |
| Does the County have a survivor tracking system in place | Response | Yes/No |
| Does the County have existing MOU's & Interlocal Agreements in place with municipalities within its | Response | Yes/No |
| Does the County's EM Plans contain a Rumor Control protocol | Response | Yes/No |
| Do the County Ordinances clearly specify who can declare an Emergency | Response | Yes/No |
| Do the County Ordinances clearly specify a succession plan for declaring an Emergency | Response | Yes/No |
| Does the County have GIS capabilities during an emergency | Response | Yes/No |
| Does the County have a plan to utilize Social Media tools in an Emergency | Response | Yes/No |

Dustin Hinkel

From: Scott Nelson <snelson@WCSO.ORG>
Sent: Monday, June 11, 2012 3:30 PM
To: Dustin Hinkel
Subject: FW: County EM Typing Project - Universal List for Your Review and Comment

I greatly appreciate your comments.....well done!

Scott L. Nelson, FPEM
Emergency Management Director
Wakulla County Sheriff's Office
850-745-7200

From: Dustin Hinkel [mailto:dustin.hinkel@taylorcountygov.com]
Sent: Monday, June 11, 2012 3:27 PM
To: Scott Nelson; Richard Smith; Pam Brownell; SHAWN WOOD; CHARLES BRINKLEY; TOM CISCO; Stephen Spradley; Carol Ellerbe; SCOTT GARNER; TIM ALEXANDER; ALTON SCOTT; Shayne Morgan; Kimberly Thomas; HENRY LAND; Rhonda Lewis
Cc: Eve Rainey (fepa@fepa.org) (fepa@fepa.org); ammillerscgv.net
Subject: RE: County EM Typing Project - Universal List for Your Review and Comment

Scott,

This list has a ton of red flags. When the factors are not favoring large "theoretically ideal" departments, they are veering into areas completely outside the authority and control of the EM Director. If some of the factors relating to requiring elected/appointed official to attend training/exercises, building official competence, comprehensive planning amendment timelines, EOC square footage, etc... survive the review, then FDEM can count on a quite a few more opposition voices on the next round of conference calls.

Thanks!

Dustin Hinkel

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

| | |
|---------------------------|------------------------|
| Office | EOC |
| 201 E Green Street | 591 East US Highway 27 |
| Perry, FL 32347 | Perry, Florida 32347 |
| 850-838-3500 ext 7 Office | 850-838-3575 Phone |
| 850-838-3501 Fax | 850-838-3523 Fax |
| 850-672-0830 Cell | |

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

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From: Scott Nelson [mailto:snelson@WCSO.ORG]

Sent: Monday, June 11, 2012 12:20 PM

To: Richard Smith; Pam Brownell; SHAWN WOOD; CHARLES BRINKLEY; TOM CISCO; Dustin Hinkel; Stephen Spradley; Carol Ellerbe; SCOTT GARNER; TIM ALEXANDER; ALTON SCOTT; Shayne Morgan; Kimberly Thomas; HENRY LAND; Rhonda Lewis

Cc: Eve Rainey (fepa@fepa.org) (fepa@fepa.org); ammillar@scgov.net

Subject: FW: County EM Typing Project - Universal List for Your Review and Comment

Good Morning,

Please see my comments below. Please take a look and provide any feedback you may have. Please call me if you have any questions.

Thanks,

Scott L. Nelson, FP
Emergency Management Director
Wakulla County Sheriff's Office
850-745-7200

From: Scott Nelson

Sent: Monday, June 11, 2012 12:15 PM

To: Rosenberg, Evan; Dosh, John (Escambia Co EM); Ashton, Ray (St. Johns Co EM); Cook, Preston (Hillsborough Co); McNally, Pete (Polk Co EM); Harris, Alan (Seminole Co EM); Smeykal, Mitch (Okeechobee Co EM); mblakene@pbcgov.org

Cc: BRYAN.KOON@EM.MYFLORIDA.COM

Subject: RE: County EM Typing Project - Universal List for Your Review and Comment

Here is my first review.....I will take another look later.....Those in yellow should be removed.

From many of the "typing" criteria, it would appear that the criteria actually encourages larger government, increased budgets, and additional and restrictive planning criteria that would seem to limit growth. Bigger and more expensive is not necessarily better. I believe in the "all-star" and BMP concept that will allow us to determine who is effectively doing more with less. I believe that a ranking of 1-67 will be counterproductive and lead to less information sharing among "competing" counties. My first draft is attached; however, as I have said, I do not see how ranking will be fair or adequately determine the capability of counties. I firmly believe that Wakulla can be an example to some, I also believe that others can be an example to me. I hope that this process will allow us to benefit from county strengths and not pit counties against one another. I fear the latter will occur under the current strategy.

Thank you,

Scott L. Nelson, FP
Emergency Management Director
Wakulla County Sheriff's Office
850-745-7200

From: Rosenberg, Evan [mailto:Evan.Rosenberg@em.myflorida.com]

Sent: Thursday, June 07, 2012 7:29 PM

To: Dosh, John (Escambia Co EM); Scott Nelson; Ashton, Ray (St. Johns Co EM); Cook, Preston (Hillsborough Co);

Good evening Directors!

Now that we are past the Hurricane Conference, the Hurricane Exercise, and T.S. Beryl, I hope that we can get the County EM Typing project back on its feet. As I hope that you recall, each of you graciously volunteered your time to help out with this project by serving on the Working Group, in order that this not be a state imposed solution to the Governor's request for a way to type out County Emergency Management capabilities (whether the phrase "type out" really means "rank" – we all have our opinions).

When this project was first announced, many of the County EM Directors were suspicious that this would be a project overwhelmingly answered by the State – a group of people that quite honestly do not have anywhere near the amount of local County EM experience that you all do. While the overarching goals of the project have not changed since then (come up with a list of representative variables, develop a formula, collect data, and report the results), the parties involved have changed. After much discussion with County EM Directors, I have rethought the process so that myself and Mr. Britton Holdaway (DEM Staff assisting me on this project) will be the only State Staffers on this project. While we may try to guide the process along by providing things to "seed" your thought, and by being the leaders of the collaborative consensus-building processes we will use, we are not trying to impose any sort of final choice on you in terms of what variables should be considered for the formula.

To that end, I have provided an Excel file attached to this email, which contains 106 different variables designed to gauge a County's EM capabilities. When you look at this file you will see that we have attempted to:

1. Be as thorough as possible (don't worry, we do not truly intend to use that many variables);
2. Break the variables into the 5 functional areas of EM (Response, Preparedness, Mitigation, Recovery and Finance & Administration), as this is to be an exercise that focuses on total capabilities, not merely Response; and
3. Provide a suggested means of normalizing the values that we would obtain from these variables, so that each variable gives a result between 0 and 1 (sometimes this means taking a per capita result so that smaller population counties can be compared to larger population counties)

Our goal is ultimately to choose somewhere between 5 and 10 variables for each of the 5 functional areas of EM, and this will be done using a collaborative exercise where you all have all the power. But that is in the future; what I would ask from you at this point in time is to look the variable list over, and let us know what we are missing, what is miscategorized, etc...

I hope that this list coming out from our agency does not cause anyone to dwell obsessively over it, or to cast a more suspicious eye on the state. We are merely providing this so that you all do not have to start from scratch. I would hope that the entire comment period at this point would take no more than an hour of your time over the next week – remember, this is not where you need to tell me which 10 variables you would choose – please simply look over the list, tell us where we are wrong/missing information, and begin to generate thoughts on what variables you would ultimately choose.

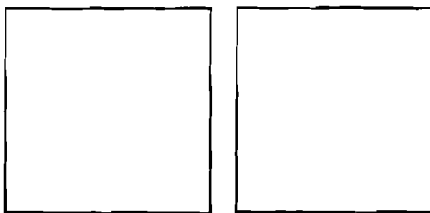
As we have "seeded" things through the list, I would hope to have your comments back on this phase by cob on next Wed. (the 13th). Once I get comments back from the group, I will consolidate them and send everyone a copy of the other's comments and suggestions, and I will also send out a new variable list.

Thank you again for your participation, and I look forward to hearing back from you.

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

Confidentiality Notice

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. Thank you, Wakulla County Sheriff's Office!



Dustin Hinkel

From: Dustin Hinkel
Sent: Monday, June 11, 2012 2:44 PM
To: 'Scott Nelson'
Cc: Stephen Spradley (stephen.spradley@taylorcountygov.com); Jack Brown
Subject: RE: County EM Typing Project - Universal List for Your Review and Comment
Attachments: Copy of Copy of County Typing Universal Metric List - 6-7-2012 nelsons review.xls

Scott,

I have included my comments in red on the attached spreadsheet. I agree with all your notes. The State is treading dangerously beyond their scope. Many of this criteria grades the county as a whole and are well beyond the scope of authority of an EM Director. I feel that quite a few of these questions will garner more opposition from not just EMs, but also from other departments and elected official's offices. By the time they boil these down, my hope is that they will find that these capabilities are required somewhere, SOW, grant compliance, statutory compliance, rule compliance, etc... Also small, rural counties probably would not do so well in this system based solely on the square footage and personnel requirements alone. I am also concerned about all the additional duties that this system will bring. We will need to track and record our compliance which takes time out of already busy days.

Thanks!

Dustin Hinkel

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

| | |
|---------------------------|------------------------|
| Office | EOC |
| 201 E Green Street | 591 East US Highway 27 |
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From: Scott Nelson [mailto:snelson@WCSO.ORG]
Sent: Monday, June 11, 2012 12:20 PM
To: Richard Smith; Pam Brownell; SHAWN WOOD; CHARLES BRINKLEY; TOM CISCO; Dustin Hinkel; Stephen Spradley; Carol Ellerbe; SCOTT GARNER; TIM ALEXANDER; ALTON SCOTT; Shayne Morgan; Kimberly Thomas; HENRY LAND; Rhonda Lewis
Cc: Eve Rainey (fepa@fepa.org) (fepa@fepa.org); ammillar@scgov.net
Subject: FW: County EM Typing Project - Universal List for Your Review and Comment

Good Morning,

Please see my comments below. Please take a look and provide any feedback you may have. Please call me if you have any questions.

Thanks,

Scott L. Nelson, FPEM
Emergency Management Director
Wakulla County Sheriff's Office
850-745-7200

From: Scott Nelson
Sent: Monday, June 11, 2012 12:15 PM
To: Rosenberg, Evan; Dosh, John (Escambia Co EM); Ashton, Ray (St. Johns Co EM); Cook, Preston (Hillsborough Co); McNally, Pete (Polk Co EM); Harris, Alan (Seminole Co EM); Smeykal, Mitch (Okeechobee Co EM); mblakene@pbcgov.org
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Emergency Management Director
Wakulla County Sheriff's Office
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2. Break the variables into the 5 functional areas of EM (Response, Preparedness, Mitigation, Recovery and Finance & Administration), as this is to be an exercise that focuses on total capabilities, not merely Response; and
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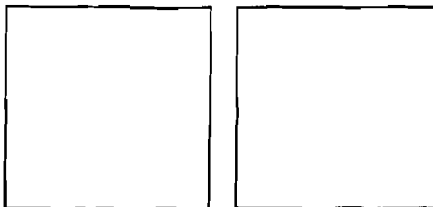
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Thank you again for your participation, and I look forward to hearing back from you.

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

1. Activity 1: Group 1

For this activity, you will be working in groups of 4. Each group will be assigned a different scenario to discuss and then present to the class. The scenarios are as follows:



Dustin Hinkel

From: Dustin Hinkel
Sent: Friday, June 08, 2012 12:20 PM
To: 'Scott Nelson'
Cc: Jack Brown; Stephen Spradley (stephen.spradley@taylorcountygov.com)
Subject: RE: County EM Typing Project - Universal List for Your Review and Comment

Scott,

Thank you for forwarding your response to us. You took most of the words out of my mouth. I am also opposed to a ranking system and a typing system does not make sense to me. Typing was created to aid in resource identification and requesting. I cannot request a Type 1 County, therefore this designation is practically useless. Also since EM is based on, partly, the relationships and resources you can pull from different sectors and agencies I am afraid that the discipline is much too dynamic for a single number or grade and the webs EMs weave are far too expansive for a comprehensive assessment. If I add resources or MOU/MOAs will my Type change as is the case with engines, pumps, SAR teams, etc...? My public works equipment is maintained by my public works department. Will they be assessing these resources? Good luck. Our finance system is maintained by the Clerk and much of the communications assets are maintained by the Sheriff's office. How does FDEM intend on quantifying their possible lack of interest in participating in this exercise?

I think the state needs to rethink their proposal that this ranking system is, somehow, a tool for information and best practices sharing. We already have 4 conferences, 4 regional meetings, 4 RDSTF meetings, and, now, 4 exercises that we are already required to attend. That is nearly 22 days worth of opportunities for information and best practice sharing face-to-face (not counting the seemingly endless training courses and coordination meetings). You add on top of that the various email distribution lists and websites that FEMA, FEPA, NEMA, IAEM, and FDEM have established to maintain thousands of plans and reference materials and I would conclude that Florida EMs have many tools for this function that do not carry with them the high potential for punitive repercussions like a ranking system. I also believe that a ranking system would be unfair to stand alone EM Departments under a Board of County Commissioners who may have little understanding of the EM principles being assessed at best. My assumption is that a Sheriff will have a very different interpretation of an EM Department's rank given his experience in public safety and daily interaction than 5-7 commissioners.

Of course this assessment will be tied to our base grant funding, it is just as foolish for us to believe that it won't as it is for the state to think that they would get an overwhelming turnout of volunteer counties. My concern is that once participation is tied to funding, then rules for maintaining and/or improving rank/Type will soon be on the horizon.

My concerns about the dynamism of the Type or rank and the ability of the State to completely assess a department from an arbitrary amount of factors aside, I have quite a few questions. How often does the state intend to carry out this practice and with what personnel? Once a year seems like the easy answer, but isn't there better issues that FDEM could be addressing on a yearly basis? I assume that the assessment team will be made up of a mix of state and County personnel. I wear 3 hats with the county on a good day, so I guess I am out. Will it be EM Directors, coordinators, or specialists that make up the local portion? Will FDEM be willing to send their bureau chiefs on 67 road trips a year? Will there be a rule that only EM directors from rural, economically challenged counties can only assess the same type of county? Will you need to be certified as an assessor, as is the case with EMAP, and who will be doing the training? I know that these questions are jumping the gun, but they deserve some consideration as future major road blocks towards implementation.

Closer to what is being addressed currently, the selection and deletion of criteria, I would refer Evan to the ongoing debate within the social sciences on the quantification of vulnerability and risk to hazards as a glimpse of the rats' nest that he no doubt knows he is entering. There have been debates raging on for years on the issue of scale alone. The

lessons learned from this debate are that a comprehensive picture is nearly unachievable and an equitable solution is extremely difficult at best. Thinking out loud: What research is being done to determine the significance each criterion? Is there a literature review going on or are pulling this from experiential data? The actual vulnerabilities of the communities will need to be taken into account to provide context to department service and priorities marks. The problems with normalizing this data with their assessment checklist and also over the counties as a whole (rural vs urban, coastal vs interior, economically depressed vs not as depressed) are enough to keep Evan awake at night.

I feel like this program is being proposed to satisfy the curiosity of a small group of individuals. I would ask these individuals to tour the county EM departments like Brian did and make their own qualitative assessment. If the state is really interested in a quantification and qualification system, then they should refocus these efforts on how they can better support counties in the process of becoming EMAP certified. This is a thorough and completely voluntary program that may help whoever is driving this effort's thirst for qualifications and stated differences. Bottom line, I am satisfied with the information sharing tools I have and do not require any more.

Thanks!

Dustin Hinkel

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

| | |
|---------------------------|------------------------|
| Office | EOC |
| 201 E Green Street | 591 East US Highway 27 |
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-----Original Message-----

From: Scott Nelson [mailto:snelson@WCSO.ORG]

Sent: Thursday, June 07, 2012 8:58 PM

To: Richard Smith; Pam Brownell; SHAWN WOOD; CHARLES BRINKLEY; TOM CISCO; Dustin Hinkel; Stephen Spradley; Carol Ellerbe; SCOTT GARNER; TIM ALEXANDER; ALTON SCOTT; Shayne Morgan; Kimberly Thomas; HENRY LAND; Rhonda Lewis

Subject: Fwd: County EM Typing Project - Universal List for Your Review and Comment

FYI,

Please let me know your thoughts ASAP. Seems like they built theocrat and want us to decide how to fill it. I cannot support the process of ranking by any name.

Scott L. Nelson, FPEM
Emergency Management Director
Wakulla County Sheriff's Office
850-745-7200

Begin forwarded message:

From: Scott Nelson <snelson@WCSO.ORG<mailto:snelson@WCSO.ORG>>
Date: June 7, 2012 8:47:32 PM EDT
To: "Rosenberg, Evan" <Evan.Rosenberg@em.myflorida.com<mailto:Evan.Rosenberg@em.myflorida.com>>
Cc: "Dosh, John (Escambia Co EM)" <john_dosh@co.escambia.fl.us<mailto:john_dosh@co.escambia.fl.us>>, "Ashton, Ray (St. Johns Co EM)" <Rashton@sjcfl.us<mailto:Rashton@sjcfl.us>>, "Cook, Preston (Hillsborough Co)" <cookpr@hillsboroughcounty.org<mailto:cookpr@hillsboroughcounty.org>>, "McNally, Pete (Polk Co EM)" <petemcnally@polkfl.com<mailto:petemcnally@polkfl.com>>, "Harris, Alan (Seminole Co EM)" <aharris@seminolecountyfl.gov<mailto:aharris@seminolecountyfl.gov>>, "Smeykal, Mitch (Okeechobee Co EM)" <MSmeykal@co.okeechobee.fl.us<mailto:MSmeykal@co.okeechobee.fl.us>>, "mblakene@pbcgov.org<mailto:mblakene@pbcgov.org>" <mblakene@pbcgov.org<mailto:mblakene@pbcgov.org>>
Subject: Re: County EM Typing Project - Universal List for Your Review and Comment

Good evening,

I believe that we should meet to discuss this before moving forward. Each county does not intend to be judged, typed or compared to any other county. This concept is counterproductive and will lead to a barrier in information sharing. I believe a capabilities assessment should define a specific capability and determine if it exists. It is my hope that this can be done in a way that will provide a valuable tool to the state for planning purposes. I will not support scores that will be tallied for an overall capability, rank, or typing that pits county against county. I support determining if a capability exists. For instance, does a county have a search and rescue team; this answer is yes or no with (no scoring needed). The state can use this information to determine the potential resource needs of a county, not to penalize those who do not have the funding source to develop one. Many of the SAR teams were funded and maintained by RDSTF funds. Shall I answer yes since it resides in my region or shall I be punished by the fact that another county was fortunate enough to receive these funds? I am willing to support this concept if it will lead to a beneficial assessment that will be used to plan for resource and possibly funding needs.

Thanks,

Scott L. Nelson, FPEM
Emergency Management Director
Wakulla County Sheriff's Office
850-745-7200

On Jun 7, 2012, at 7:30 PM, "Rosenberg, Evan" <<mailto:Evan.Rosenberg@em.myflorida.com>Evan.Rosenberg@em.myflorida.com<mailto:Evan.Rosenberg@em.myflorida.com>>at wrote:

Good evening Directors!

Now that we are past the Hurricane Conference, the Hurricane Exercise, and T.S. Beryl, I hope that we can get the County EM Typing project back on its feet. As I hope that you recall, each of you graciously volunteered your time to help out with this project by serving on the Working Group, in order that this not be a state imposed solution to the

Governor's request for a way to type out County Emergency Management capabilities (whether the phrase "type out" really means "rank" – we all have our opinions).

When this project was first announced, many of the County EM Directors were suspicious that this would be a project overwhelmingly answered by the State – a group of people that quite honestly do not have anywhere near the amount of local County EM experience that you all do. While the overarching goals of the project have not changed since then (come up with a list of representative variables, develop a formula, collect data, and report the results), the parties involved have changed. After much discussion with County EM Directors, I have rethought the process so that myself and Mr. Britton Holdaway (DEM Staff assisting me on this project) will be the only State Staffers on this project. While we may try to guide the process along by providing things to "seed" your thought, and by being the leaders of the collaborative consensus-building processes we will use, we are not trying to impose any sort of final choice on you in terms of what variables should be considered for the formula.

To that end, I have provided an Excel file attached to this email, which contains 106 different variables designed to gauge a County's EM capabilities. When you look at this file you will see that we have attempted to:

1. Be as thorough as possible (don't worry, we do not truly intend to use that many variables);
2. Break the variables into the 5 functional areas of EM (Response, Preparedness, Mitigation, Recovery and Finance & Administration), as this is to be an exercise that focuses on total capabilities, not merely Response; and
3. Provide a suggested means of normalizing the values that we would obtain from these variables, so that each variable gives a result between 0 and 1 (sometimes this means taking a per capita result so that smaller population counties can be compared to larger population counties)

Our goal is ultimately to choose somewhere between 5 and 10 variables for each of the 5 functional areas of EM, and this will be done using a collaborative exercise where you all have all the power. But that is in the future; what I would ask from you at this point in time is to look the variable list over, and let us know what we are missing, what is miscategorized, etc...

I hope that this list coming out from our agency does not cause anyone to dwell obsessively over it, or to cast a more suspicious eye on the state. We are merely providing this so that you all do not have to start from scratch. I would hope that the entire comment period at this point would take no more than an hour of your time over the next week – remember, this is not where you need to tell me which 10 variables you would choose – please simply look over the list, tell us where we are wrong/missing information, and begin to generate thoughts on what variables you would ultimately choose.

As we have "seeded" things through the list, I would hope to have your comments back on this phase by cob on next Wed. (the 13th). Once I get comments back from the group, I will consolidate them and send everyone a copy of the other's comments and suggestions, and I will also send out a new variable list.

Thank you again for your participation, and I look forward to hearing back from you.

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

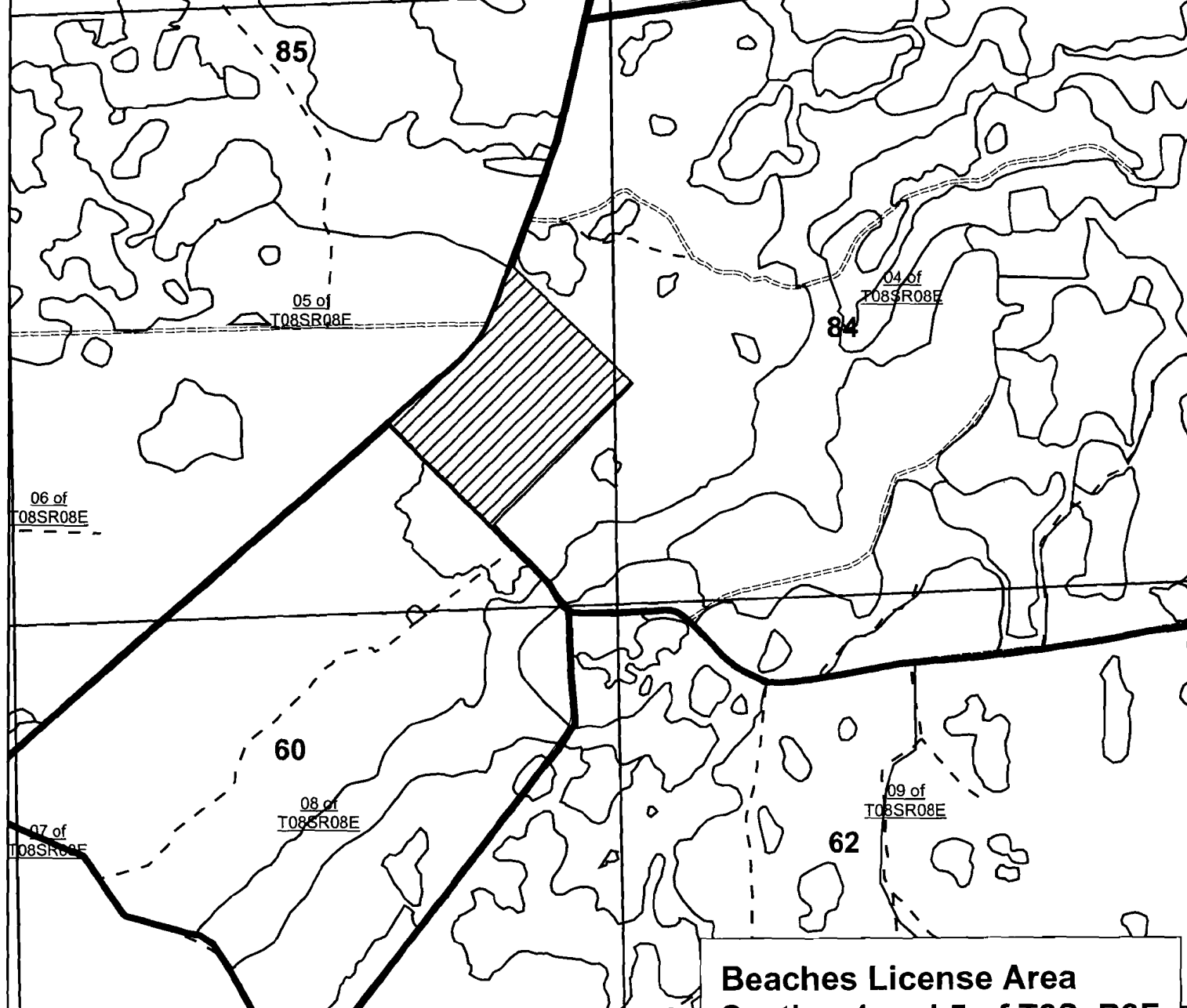
<www.FloridaDisaster.org><http://www.FloridaDisaster.org>www.FloridaDisaster.org<http://www.FloridaDisaster.org>

<County Typing Universal Metric List - 6-7-2012.xls>

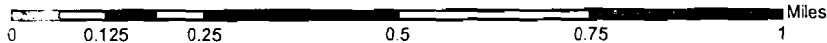
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Thank you, Wakulla County Sheriff's Office!



4 INCHES = 1 MILE



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Beaches License Area Section 4 and 5 of T8S, R8E



-  Beaches License Area
-  Other Foley Lands

Exhibit A

17 of
T04SR06E

16 of
T04SR06E

15 of
T04SR06E

613

612

141

727

22 of
T04SR06E

1048

141

29 of
T04SR06E

28 of
T04SR06E

27 of
T04SR06E



605

770

4 INCHES = 1 MILE

0 0.125 0.25 0.5 0.75 1 Miles

Econfina License Area Section 21 of T4S, R6E

-  Econfina License Area
-  Other Foley Lands

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Exhibit A

28 of
T08SR09E

Ü

30 of
T08SR09E

49

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31 of
T08SR09E

32 of
T08SR09E

33 of
T08SR09E

43

43

06 of
T09SR09E

05 of
T09SR09E

04 of
T09SR09E

38

07 of
T09SR09E



08 of
T09SR09E

4 INCHES = 1 MILE

0 0.125 0.25 0.5 0.75 1 Miles

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

 Steinhatchee License Area
 Other Foley Lands

17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Uninterrupted Power Supply Bid Review

MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: The bid committee for the Uninterrupted Power Supply has reviewed the bids received for this project.

Recommended Action: Approve the bid.

Fiscal Impact: \$27,518.50

Budgeted Expense: Y/N Yes/911

Submitted By: Rena' Courtney, 911 Coordinator

Contact: Rena' Courtney

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Bid Review / Copy of Bid

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA "PAT" PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
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(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Uninterrupted Power Supply Bid Committee

RE: Uninterrupted Power Supply Bid Review

DATE: June 13, 2012

The bid committee for the Uninterrupted Power Supply met and reviewed the bids that was received during the June 4, 2012 Board meeting. The bid was for the following amounts:

| COMPANY | BASE UNIT/MAINT | OPTIONAL ITEM |
|---|-----------------|---------------|
| Optimal Technologies International, LLC | 25,262.27 | 2,256.23 |
| Energy Control Systems | 27,666.69 | 2633.70 |
| | | |

The bid was reviewed to ensure that the bid specification requirements for liability insurance, workers compensation insurance, bid bond and public entity crimes statement were included. The committee found all submitted bids to be complete.

The bid committee respectfully recommends the bid be awarded to Optimal Technologies International, LLC, in the total amount (to include optional items) of \$27,518.50.

Rena' Courtney

Dustin Hinkel

Tyson Hill

Three handwritten signatures are shown, each on a horizontal line. The first signature is "Rena' Courtney", the second is "Dustin Hinkel", and the third is "Tyson Hill".



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INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids on an Eaton Powerware 9390IT 40 KVA Uninterrupted Power Supply (UPS) unit.

Qualified firms or individuals desiring to provide the required product must submit the bid packages in a sealed envelope or similar package marked "***Sealed Bid for Emergency Communication Center UPS***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on Monday, June 4, 2012. **All bids MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at 6:20 P.M. local time, or as soon thereafter as practical, on Monday, June 4, 2012, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

This bid is for equipment and maintenance. Bidders must only bid on specified parts and options as provided, no substitutions will be accepted.

Specifications may be obtained online at <http://www.taylorcountygov.com/Bids/Index.htm>

Required Bid information:

1. **Product Specifications** – specifications on the product.
2. **Product Cost** – lump sum purchase price of the product, including shipping, etc.
3. **Warranty** – statement detailing product warranty.
4. **Delivery Estimate** – Provide timeline for delivery of product.

The County reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this request for bids at any time and waive any irregularities in the bid process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-

12. No faxed bids will be accepted.

For additional information contact:

Rena' Courtney
Taylor County Sheriff's Office
589 E. US 27
Perry, FL. 32347
(850) 584-2429

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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GENERAL BID INFORMATION

1. Bid Specifications may be obtained online at <http://www.taylorcountygov.com/Bids/Index.htm>
2. Bid package must be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or by mail to P.O. Box 620, Perry, Florida 32348 to arrive no later than 4:00 P.M., Monday, June 4, 2012.
3. Bids must be in a sealed envelope plainly marked on the outside: **"Sealed Bid for Emergency Communication Center UPS"**.
4. All bids **MUST** have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.
5. Bids not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
6. Once opened no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Respondents must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Bids shall be received and respondents announced on Monday, June 4, 2012 at 6:20 P.M., or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject, to reject any or all bids, to cancel or withdraw this bid at any time and waive any irregularities in the bid process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

General Bid Considerations
(Continued)

10. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
11. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
12. Respondents who elect to send sealed bids Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
13. For additional information, contact:

Rena' Courtney
Taylor County Sheriff's Office
589 E. US 27
Perry, Florida 32347

(850) 584-2429

MALCOLM PAGE
District 1

MARK WIGGINS
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BID CHECKLIST

Check Items Included:

- ☒ 1. Product Specifications.
- ☒ 2. Lump sum product price.
- ☒ 3. Warranty statement.
- ☐ 4. Delivery time estimate.
- ☒ 5. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

Checklist **Please include with bid.**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. N/A
for "Sealed Bid for Emergency Communication Center UPS"

2. This sworn statement is submitted by Optimal Technologies International LLC
(Name of entity submitting sworn statement)

Whose business address is 3361 Rouse Rd., Suite 125,
Orlando, Florida 32817 and

(if applicable) its Federal Employer Identification Number (FEIN) is 13-4222023

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is Charles Daniels and my relationship to the entity
name above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

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

Charles Daniels
(Signature)

5/30/2012
(Date)

STATE OF Florida

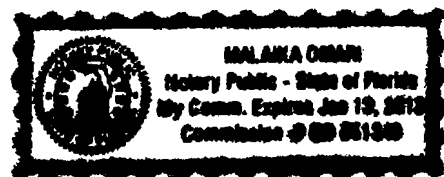
COUNTY OF Orange

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

who, after first being sworn by me, affixed his/her signature in the space provided above on this 30th day of May, 2012.

Malinda Omar
NOTARY PUBLIC

My commission expires: Jan. 13, 2013 NOTARY PUB FORM PUR 7068 (Rev. 11/89)



BID PROPOSAL

If awarded a Purchase Order on the basis of this proposal, the undersigned pledges to provide the equipment as specified in the Bid Proposal and the County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The following proposal is presented:

For: Uninterrupted Power Supply for Emergency Communication Center, per attached specifications.

| | |
|--|-------------------------|
| EATON POWERWARE 9390IT, 40 kVA UPS | <u>\$ 23,441.82</u> |
| OPTIONAL EATON POWERWARE SURGE PROTECTION DEVICE | <u>\$ 2,256.23</u> |
| MAINTENANCE | <u>\$ 1,820.45</u> |
| EATON POWERWARE TOTAL COST | <u>\$ 27,518.51</u> |

Pricing

Eaton Powerware 9390IT, 40 kVA, 208 input 120/208 volt output, Internal batteries not more than 6 months old, and integrated three breaker Maintenance Bypass sidecar. (include 11.43 shipping & charge)

\$ 23053.47

First Year Power Trust to cover 7 x 24 emergency service with an 8 hour response time, one 5 x 8 UPS PM, one 5 X 8 battery PM, eNotify remote monitoring. Maintenance must be performed by certified Eaton factory field service technicians only in order to preserve warranty

\$ 1,820.45

5 x 8 factory start up

included

ConnectUPS-X Weg/SNMP/x-Hub card, NetWatch software and used with eNotify remote monitoring.

\$ 234.41

Environmental Probe (used with eNotify)

\$ 153.94

OPTIONAL EATON POWERWARE SURGE PROTECTION DEVICE:

Powerware 208 volt SPD panel, to be wired to the input panel that feeds the UPS system to protect the UPS electronics from lightning. PSD 400 with Surge counter.

\$ 2,256.23



Powering Business Worldwide

Close Window

[→ See All Eaton 9390IT UPS Documentation](#)[→ Back to Family Page](#)[Contact me about this UPS](#)

Eaton 9390IT UPS 40 kVA 208/208 V

Overview

Part Number

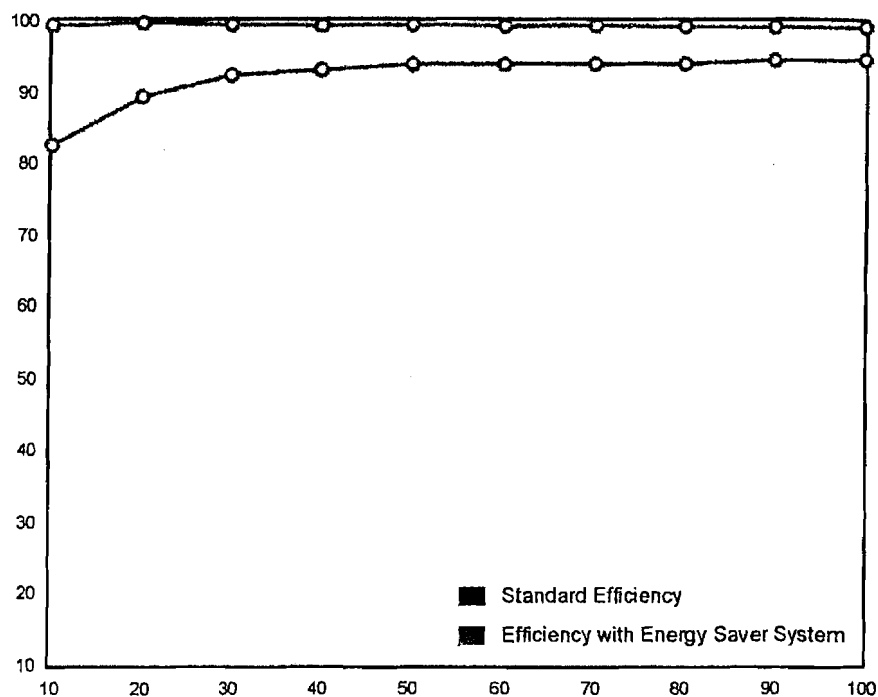
TA04A1001150010

Rating (VA/Watts)

40000/36000

Efficiency

Up to 94%



Mouseover graph for detailed efficiency values

| | |
|--------------------------------|----------------------------|
| Dimensions (H x W x D, inches) | 73.7 H x 27.9 W x 31 D |
| Warranty | One-year standard warranty |
| Parallel Capability | 4 modules with tie cabinet |


• • • • •

Connection Hardwired - see manual for terminal block layout



| | |
|------------------------------|----------------------------------|
| Voltage Range | +10% / -15% ³ |
| Frequency Range | 55-65 Hz |
| Input Power Factor | 0.99 (min) |
| Input Current Distortion | <4.5% (no input filter required) |
| Soft Start Capability | Yes |
| Internal Backfeed Protection | Yes |
| Broadcast Global Support | Yes |

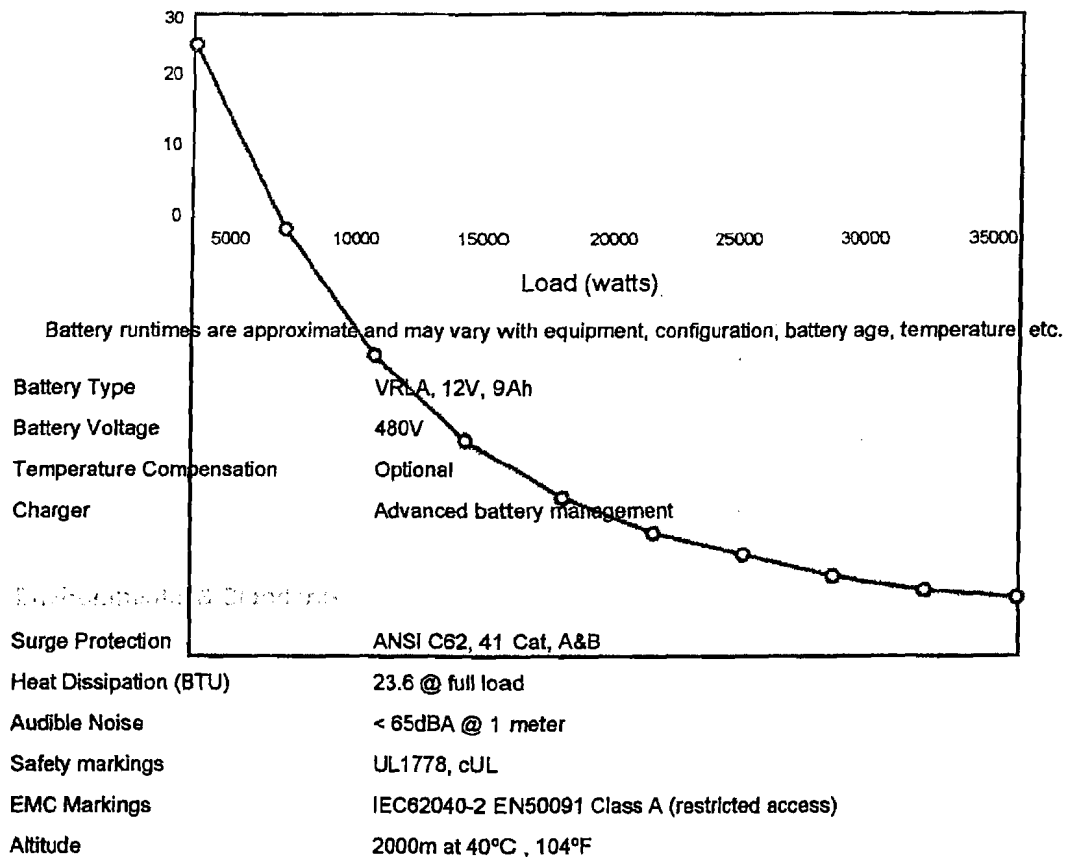
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| | |
|-------------------------|--|
| Power Rating (VA) | 40 kVA |
| Power Rating (Watts) | 36 kW |
| Load Power Factor Range | Down to 0.9 pf leading without de-rating |
| Voltage THD | < 2% (100% linear load); < 5% (non-linear load) |
| Output Receptacles |  Hardwired - see manual for terminal block layout |



| | |
|------------|-------------------------|
| Regulation | ±1% |
| Inverter | PWM with IGBT Switching |





1. Due to continuing improvements, specifications are subject to change without notice. 3. At full load without battery discharge. 4. Output transformers are required if the desired output voltage is not the same as the input voltage. 5. 600V applications require an output transformer.



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WARRANTY

Limited Factory Warranty For Eaton Three-phase UPS Products

THREE-PHASE PRODUCTS

WARRANTOR: The warrantor for the limited warranties set forth herein is Eaton Corporation, an Ohio Corporation ("Eaton").

LIMITED WARRANTY: This limited warranty (this "Warranty") applies only to the original End-user (the "End-user") of the Eaton three-phase UPS Products (the "Product") and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Eaton for resale to an End-user.

LIMITED WARRANTY PERIOD: The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product startup or eighteen (18) months from date of Product shipment, whichever occurs first, for parts coverage and 90 days from the date of Product startup for labor coverage. The period covered by this Warranty for Product installed [and currently located] outside of the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product startup or eighteen (18) months from date of Product shipment, whichever occurs first, for parts coverage.

WHAT THIS LIMITED WARRANTY COVERS: The warrantor warrants that the Eaton three-phase UPS electronics, Eaton-built accessories, and Eaton-built battery cabinets, (individually and collectively, the "Warranted Items") are free from defects in material and workmanship. If, in the opinion of Eaton, a Warranted Item is defective and the defect is within the terms of this Warranty, Eaton's sole obligation will be to repair or replace such defective item (including by providing service, parts and labor, as applicable), at the option of Eaton. The Warranted Item will be repaired or replaced onsite at the End-user's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. All parts replaced by Eaton shall become the property of Eaton.

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the "trickle charge" of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; or (e) improper testing, operation, maintenance, adjustment or any modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent.

This Warranty is not valid: (a) unless an authorized Eaton Customer Service Engineer (in USA) or Agent (outside of USA) performs startup and commissioning of the Product; (b) if the Product is moved to a new location by someone other than an authorized Eaton Customer Service Engineer (in USA) or Agent (outside of USA); or (c) if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. Labor warranty is not provided for Product located outside of the fifty (50) United States or the District of Columbia. Any equipment, parts or materials included in the Product and not manufactured by Eaton are warranted solely by the manufacturer of such equipment, parts or materials and are not included as part of this warranty. Batteries are not warranted by Eaton.

THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED).

LIMITATION OF LIABILITY: In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, or based on any claim or cause of action, however denominated. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

END-USER'S OBLIGATIONS: In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

OTHER LIMITATIONS: Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due to it (including interest charges, if any). During such time as Eaton has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Eaton shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

COSTS NOT RELATED TO WARRANTY: The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Eaton representatives outside the terms of this Warranty will be borne by the End-user.

Obtaining Warranty Service: In the USA, call the Eaton Customer Reliability Center 7x24 at 800.843.9433. Outside of the USA, call your local Eaton sales or service representative, or call the Eaton Customer Reliability Center in the USA at 919.870.3028. For comment or questions about this Limited Factory Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.



"Mission Success Through Enhanced Technology, Training and Management Solutions"

May 31, 2012

Ms Rena Courtney
Taylor County Sheriff's Office
589 E. US 27
Perry, FL 32347

Dear Ms. Courtney,

Reference: *Sealed Bid for Emergency Communication Center UPS*

Our bid for the specified product for satisfying the this bid will be ship to Perry County within 30 days after receipt of Purchase Order at Optimal Technologies International, LLC.


Sincerely,

A handwritten signature in cursive script that reads 'Charles Daniels'.

Charles Daniels
President

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

| | |
|---|--|
| SUBJECT/TITLE: | The Board to discuss citizen time limits for addressing board, as agendaed by Com. Pam Feagle. |
|  | |
| MEETING DATE REQUESTED: June 18, 2012 | |

Statement of Issue: The Board established policy is that unless the person who agendaed an item, an interested party has three minutes to make comment to the Board.

Recommended Action: Board Discretion - Change/Alter/Do Away with/ Keep the same

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack Brown

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per discussion at the end of the June 4, 2012 Board Meeting

Options: Board discretion

Attachments: No each commission has a copy of the Board Rules.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss bridge and road at John Yarbrough's property, as agendaed by Com. Pam Feagle.

**MEETING DATE REQUESTED:**

June 18, 2012

Statement of Issue:

Com. Feagle and others have asked about repair the bridge at the end of the Hingson-Tanner Road.

Recommended Action:

Approve/Disapprove

Fiscal Impact:

N/A

Budgeted Item:

N/A

Submitted By:

Jack Brown

Contact:

(850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

I asked Mr. McLeod the Director of Public Safety about this issue months ago. He stated then and in his written statement that in the 16 years that he has been at the Road Department that we have never worked on it. I had also asked him to get a statement from Pat Touchtown, team leader who handles the repairs to bridge. This morning I reminded him that we still need Mr. Touchton's statement. Mr. McLeod then sent me an email and said that when he spoke to Mr. Touchton that he seemed to remember way back replacing some cross members prior to Mr. McLeod's time. We are still awaiting a statement from him.

This still doesn't resolve the issue of private or public ownership as during that time there were problems with the road department working on private property. If the Board wants then to be a public bridge then it should be voted on and recorded in the minutes.

The bridge serves no public purpose as it is like the other bridges in this area that are driveway bridges on private property going to a private residence.

Options:

Board discretion

Attachments:

- 1) Aerial photo of property
- 2) Statement by Andy McLeod, Director of Public Works
- 3) Email regarding Touchton's comments
- 4) Awaiting Touchton's statement



PARCEL INFORMATION TABLE

| | |
|------------------------|--|
| Selected Parcel | 07409-000 (Click for Complete Card) |
| DOR Property Usage | RESIDENTIAL SINGLE FAMILY (01) |
| OWNERSHIP INFORMATION | |
| Name | YARBROUGH JOHN D & MARY |
| Mailing Address | 1280 HINGSON TANNER RD; PERRY, FL 32347 |
| Situs/Physical Address | 1280 HINGSON TANNER RD |
| VALUES | |
| Land Value | 13,467 |
| Ag Land Value | 0 |
| Building Value | 92,879 |
| Misc Value | 7,444 |
| Just Value | 113,790 |
| Assessed Value | 111,526 |
| Exempt Value | 25,000 |
| Taxable Value | 86,526 |

LAST 2 SALES

| Date | Price | Vacant? | Qual |
|---------|--------|---------|------|
| 05-2003 | 2,500 | Y | |
| 11-1976 | 55,000 | N | |

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

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

MEMORANDUM FOR RECORD

DATE: June 12, 2012

TO: Jack Brown

SUBJECT: Bridge at End of Hingson Tanner Rd

To the best of my knowledge, the bridge at the end of Hingson Tanner Rd leading to the Yarbrough property has not been maintained by Taylor County Public Works for the sixteen years I have been with Public Works. I researched the file on Hingson Tanner Rd and found no records indicating that any work had been done to the bridge. The road is graded up to the bridge and that is where County maintenance ends.

Andy McLeod
Director Public Works
Taylor County, Florida

Jack Brown

From: Jack Brown
Sent: Wednesday, June 13, 2012 8:48 AM
To: Andy McLeod
Subject: RE: Hingson Tanner bridge

Thanks - Not a problem, we just want to do what' right. Let me know what you find out that seems to track with Mr. Yarbrough's statement. Too bad we didn't know that earlier. Jack

Jack R. Brown
County Administrator
Taylor County
Email: Jack.Brown@taylorcountygov.com
Phone: (850) 838-3500, Ext. 7
Fax: (850) 838-3501
website: <http://www.taylorcountygov.com>

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

From: Andy McLeod
Sent: Wednesday, June 13, 2012 8:46 AM
To: Jack Brown
Subject: Hingson Tanner bridge

Jack,
Things may have just gotten a little complicated. I talked with Pat and he says that many, many years ago, so far back he can't remember when, he may have replaced the runners on that bridge. I know if he did, it was over 16 years ago because we have not worked on that bridge since I've been here. It's always been private property as far as I was concerned. I asked Pat to go look at the bridge to be sure is it was the one he was thinking of. I'll let you know what he says.

Andy

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss amending agendas, as agendaed by Com. Pam Feagle.



MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: As listed above.

Recommended Action: Board Discretion - Charge/Alter/Do Away with/ Keep the same

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack Brown

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per discussion at the end of the June 4, 2012 Board Meeting

Options: Board discretion

Attachments:

21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss citizen complaint concerning computers at board meetings, as agendaed by Com. Pam Feagle.

**MEETING DATE REQUESTED:**

June 18, 2012

Statement of Issue: As listed above.

Recommended Action: Take action as the Board deems appropriate.

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack Brown

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: Board discretion

Attachments: None

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss county website issues, as agendaed by Com. Pam Feagle.



MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: As listed above.

Recommended Action: Take action as the Board deems appropriate.

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack Brown

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: Board discretion

Attachments: None

23

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss County Administrator's contract renewal, as agendaed by Com. Pam Feagle.



MEETING DATE REQUESTED:

June 18, 2012

Statement of Issue: As stated above.

Recommended Action: Board Discretion

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack Brown

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: Board discretion

Attachments:

Book Type[BOCC] Date[03/01/2011] Time[3:00 P.M.
Book#[57] Minutes#[7] Meeting-Type[SPECIAL

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, MARCH 1, 2011

3:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET
IN SPECIAL SESSION ON THE ABOVE DATE.

PRESENT WERE LONNIE A. HOUCK, JR., CHAIRMAN, PATRICIA PATTERSON,
MARK WIGGINS, MALCOLM PAGE AND PAM FEAGLE, A FULL BOARD BEING
PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT.

P. THE BOARD DISCUSSED THE EMPLOYMENT **CONTRACT** FOR THE COUNTY
ADMINISTRATOR.

THAT SAID **CONTRACT** CONTAINS A THREE (3) YEAR CONTINUATION WITH
NOTIFICATION CLAUSE. IT WAS A CONSENSUS OF THE BOARD TO ALLOW
THE **CONTRACT** TO ROLL-OVER FOR AN ADDITIONAL 3 YEARS.

COMMISSIONER FEAGLE DISCUSSED HER CONCERNS REGARDING THE
CONTRACT BENEFITS, AND STATED THAT IF COUNTY EMPLOYEES HAVE TO
REDUCE THEIR BENEFITS, THAT ALL SHOULD BE REQUIRED TO REDUCE
BENEFITS, INCLUDING THE COUNTY ADMINISTRATOR.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider a request from Lt Scott Lee, FWC to allow FWC to purchase Aviation Fuel for their airboat.

**MEETING DATE REQUESTED:**

June 18, 2012

Statement of Issue:

The Board elected not to sell aviation fuel at the airport to airboats because according to Department of Revenue, we would have to have someone present and tracking exactly which fuel sales were aircraft and which ones were to airboats with aircraft engines because the sales tax collected is different. While the Board would like to be able to help the air boating public out, we simply don't have the manpower to track the sales tax. As a state agency FWC isn't required to pay the state fuel tax, therefore, we wouldn't have to track it.

Recommended Action:

Recommend making an exception for FWC as a state public safety and law enforcement agency since they aren't required to pay the sales tax.

Fiscal Impact:

N/A

Budgeted Item:

N/A

Submitted By:

Jack Brown

Contact:

(850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:**Options:**

Board discretion

Attachments:

Letter dated June 11, 2012 to County Administrator



**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners

Kathy Barco
Chairman
Jacksonville

Kenneth W. Wright
Vice Chairman
Winter Park

Ronald M. Bergeron
Fort Lauderdale

Richard A. Corbett
Tampa

Aliese P. "Liesa" Priddy
Immokalee

Charles W. Roberts III
Tallahassee

Brian S. Yablonski
Tallahassee

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Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

**Division of
Law Enforcement
Colonel Jim Brown**
Director

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FAX

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Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

June 11, 2012

Jack R. Brown
Taylor County Administrator
201 E. Green St.
Perry, FL. 32347
850-584-3500

Mr. Brown,

I respectfully request permission to purchase aviation fuel for our state law enforcement airboat equipped with an aircraft engine from Perry/Foley airport. I understand the county does not allow private individuals to purchase fuel because of tax issues on purchased fuel. However, FWC division of Law Enforcement does not pay sales tax on any purchases (commodities or fuel). The ability to use aviation fuel would greatly reduce the maintenance cost and add longevity to the engine. On behalf of FWC I would like to request an exception and be able to purchase fuel from the airport for that vessel.

Sincerely,

Lt. Scott C. Lee
Florida Fish and Wildlife Conservation Commission
663 Plantation Rd.
Perry, FL. 32348
850-672-0004