

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, NOVEMBER 5, 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

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

CONSENT ITEMS:

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

4. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND, GENERAL FUND, SCRAP ROAD PROJECT (PAUL POPPELL ROAD) FUND AND SECONDARY ROAD PROJECT (PAVING) FUND, AS SUBMITTED BY COUNTY FINANCE.

5. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING WORK ORDER NUMBER 1 WITH JONES, EDMUNDS & ASSOCIATES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
6. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING AN AGREEMENT WITH JONES EDMUNDS & ASSOCIATES FOR PROFESSIONAL SERVICES FOR MONITORING THE TAYLOR COUNTY CLOSED LANDFILL, AS AGENDAED BY THE COUNTY ENGINEER.  
(THE BOARD SELECTED JONES, EDMUNDS & ASSOCIATES TO PROVIDE MONITORING SERVICES AT THE OCTOBER 16, 2012 REGULAR MEETING)
7. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE 4<sup>TH</sup>. QUARTER PAYMENT REQUEST FOR THE 2011-2012 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) CONSOLIDATED SMALL COUNTY SOLID WASTE MANAGEMENT GRANT, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
8. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING 1<sup>ST</sup>. QUARTER REIMBURSEMENT REQUESTS FOR THE EMERGENCY MANAGEMENT PERFORMANCE (EMPG) AND EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE (EMPA) GRANTS, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.
9. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE 1<sup>ST</sup>. QUARTER REIMBURSEMENT REQUEST FOR THE STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP), AS AGENDAED BY THE EM DIRECTOR.
10. THE BOARD TO REVIEW AND CONSIDER EXECUTION OF AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATIVE SERVICES WITH JORDAN & ASSOCIATES, AS AGENDAED BY THE GRANTS COORDINATOR.  
(THE BOARD SELECTED JORDAN & ASSOCIATES TO PROVIDE CDBG ADMINISTRATIVE SERVICES VIA A COIN FLIP AT THE OCTOBER 1, 2012 REGULAR MEETING)
11. THE BOARD TO CONSIDER PAYMENT OF INVOICE, IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF OCTOBER, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

BIDS/PUBLIC HEARINGS:

12. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THERAFTER AS POSSIBLE, TO CONSIDER WHETHER THE COUNTY WILL ABANDON, BY RESOLUTION, A PORTION OF PINE ISLE DRIVE IN THE KEATON BEACH SUBDIVISION.

PUBLIC REQUESTS:

13. BOB ROOT TO APPEAR TO ADDRESS THE BOARD AND CONCLUDE HIS INQUIRY INTO COUNTY MEMBERSHIP IN THE NATIONAL ASSOCIATION OF COUNTIES (NACO) AND THE FLORIDA ASSOCIATION OF COUNTIES (FAC).
14. JORDAN GREEN AND BILL HENDERSON, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO APPEAR TO PRESENT THE DEPARTMENT'S TENTATIVE 5-YEAR WORK PROGRAM.
15. THE BOARD TO CONSIDER APPROVAL OF 4<sup>TH</sup>. QUARTER AMENDMENTS TO THE CORE CONTRACT BETWEEN THE TAYLOR COUNTY HEALTH DEPARTMENT AND THE BOARD, AS AGENDAED BY STEPHEN TULLOS, COUNTY HEALTH DEPARTMENT ADMINISTRATOR.
16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A RIGHT-OF-WAY CORRIDOR RESERVATION AGREEMENT BETWEEN TAYLOR COUNTY AND FOLEY TIMBER & LAND COMPANY, AS AGENDAED BY BO TAFF, FOLEY TIMBER AND LAND COMPANY.

COUNTY STAFF ITEMS:

17. JACK TEDDER, TAX COLLECTOR, TO APPEAR TO DISCUSS ATM MACHINES IN THE COURTHOUSE.
18. THE BOARD TO CONSIDER APPROVAL OF A SECURITY AGREEMENT FOR JOSEPH AND CAROL LYLES, WHO RECEIVED REHABILITATION ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
19. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT FWC-12108 FOR TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION, AS AGENDAED BY CLAY OLSON, COUNTY AGRICULTURAL EXTENSION DIRECTOR.

20. THE BOARD TO REVIEW AND CONSIDER APPROVAL/ADVERTISING OF A REQUEST FOR PROPOSAL PACKAGE FOR DISASTER DEBRIS MANAGEMENT, TO BE RECEIVED BY THE BOARD ON TUESDAY, DECEMBER 18, 2012 AT 6:10 PM, AS AGENDAED BY THE EM DIRECTOR.
21. THE BOARD TO REVIEW AND CONSIDER APPROVAL/ADVERTISEMENT OF AN INVITATION TO BID PACKAGE FOR COMPREHENSIVE EMERGENCY MANAGEMENT PLAN GUIDES, TO BE RECEIVED BY THE BOARD ON TUESDAY, DECEMBER 18, 2012 AT 6:15 PM, AS AGENDAED BY THE EM DIRECTOR.
22. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A CONTRACT AMENDMENT WITH AK ASSOCIATES, INC., FOR THE REPLACEMENT OF THE EXISTING COUNTY 911 SYSTEM, AS AGENDAED BY RENA COURTNEY, 911 COORDINATOR.

GENERAL BUSINESS:

23. THE BOARD TO DISCUSS FUNDING FOR PAVING AGNER ACRES, AS AGENDAED BY COMMISSIONER FEAGLE.

COUNTY ATTORNEY ITEMS:

24. THE BOARD TO REVIEW AND CONSIDER ACCEPTING A SETTLEMENT AGREEMENT, IN THE AMOUNT OF \$4,000, FROM THE ESTATE OF DOUGLAS B. DULIN, AS AGENDAED BY THE COUNTY ATTORNEY.
25. THE COUNTY ATTORNEY TO UPDATE THE BOARD ON VAUGHN LANE.

COUNTY ADMINISTRATOR ITEMS:

26. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Examination and approval of invoices

Motion to adjourn

**FOR YOUR INFORMATION:**

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

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

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

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

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

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

R E S O L U T I O N

(4)

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$15,090	001-3899010	General Fund-Cash Brought Forward
Expenditures:		
\$15,090	0258-56200	EOC Construction (County Funds) Capital Outlay - Buildings

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of November, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(BCC designated funds in 2011/2012 FY-this balance @ FYE 2012 was not budgeted for 2013)



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

## Memo

**To:** Tammy Taylor  
**From:** Dustin Hinkel  
**Date:** 10/26/2012  
**Re:** Request for Budget Amendment for EOC Dispatch Project Funds (0258)

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To complete the EOC Dispatch project it is necessary to carry forward the below funds.

Please allocate the remaining FYE 2012 funds as follows:

56200	CAPITAL OUTLAY BUILDINGS	\$ 15090.00
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Total \$15,090.00

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

RECEIVED

OCT 29 2012

CLERK OF COURT  
TAYLOR COUNTY, FLORIDA

SUNGARD PENTAMATION, INC.  
DATE: 10/26/2012  
TIME: 13:05:10

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1  
AUDIT21

SELECTION CRITERIA: 1=1 expledgr.key\_orgn='0258'  
ACCOUNTING PERIODS: 1/12 THRU 13/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND  
FD/DEPT - 0258 - EOC CONSTRUCTION/COUNTY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-520-525-0258-0258 - EOC CONSTRUCTION/COUNTY										
56200	CAPITAL OUTLAY-BUILDINGS					.00	.00	.00	BEGINNING BALANCE	
	05/02/12	11-8				.00				
	05/04/12	25-8		20120121		19,540.00			EOC PROJECTS	
	07/26/12	17-10	20121265-01		5593 LEE HEATING & AI			4,000.00	INSTALL 2.5 TON SPLIT SYS	
	07/26/12	17-10	20121265-02		5593 LEE HEATING & AI			450.00	INSTALL FIRE DAMPER AND S	
	07/30/12	17-10	20121287-01		6290 WILLIAMS COMMUNI			10,565.00	PREWIRING AND MOVE OF DIS	
	10/01/12	21-12	20121265-01	45426	5593 LEE HEATING & AI		4,000.00	-4,000.00	INSTALL 2.5 TON SPLIT SYS	
	10/01/12	21-12	20121265-02	45426	5593 LEE HEATING & AI		450.00	-450.00	INSTALL FIRE DAMPER AND S	
	10/18/12	21-13	20121287-01		6290 WILLIAMS COMMUNI		.00	-10,565.00	PREWIRING AND MOVE OF DIS	
TOTAL	CAPITAL OUTLAY-BUILDINGS					19,540.00	4,450.00	.00		15,090.00
TOTAL TOTL/DEPT - EOC CONSTRUCTION/COUNTY \$						19,540.00	4,450.00	.00		15,090.00
TOTAL FUND - GENERAL FUND						19,540.00	4,450.00	.00		15,090.00
TOTAL REPORT						19,540.00	4,450.00	.00		15,090.00

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION



**COPY**

2011-2012 FY

TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR BUDGET TRANSFER

DEPARTMENT: 1224

DEPARTMENT HEAD: Dustin Hinkel, EM Director

**COPY**

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$	19,540	FROM	9001-59915	Reserve for Capital Projects
		TO	1224-56300	Capital Outlay-Infrastructure

0258

For construction -  
County Discretionary  
Funds

REASON: To fund remaining necessary projects to complete the Dispatch move

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

Board Chair:

DATE: 5/1/12

Pat Patterson

(Agenda item -  
BCC approved)

SUNGARD PENTAMATION, INC.  
DATE: 05/04/2012  
TIME: 13:15:58

TAYLOR COUNTY BOARD OF COMMISSIONERS  
BUDGET TRANSFER APPROVAL/DENIAL  
RUN BY: tlt

PAGE NUMBER: 1  
MODULE NUM: budapproval.4gl  
INFO: ALL RECORDS

SELECTION CRITERIA: ALL

BATCH	TRANSFER NUMBER	FD/DEPT	ACCOUNT	DESCRIPTION	FROM AMOUNT	TO AMOUNT	POST STATUS
120503DH	20120121	9001	59915		19,540.00	.00	WILL BE POSTED
120503DH	20120121	0258	56200		.00	19,540.00	WILL BE POSTED
Transfer Number 20120121 Posted							

✓

*ms*  
5/4/12

**COPY**

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

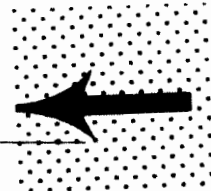
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$100,000	003-3344117	FDPT Runway Rehab. Grant (phase 2)
Expenditures:		
\$100,000	0538-2 -56300	Capital - Infrastructure

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of November, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(New Grant Awarded for 2012/2013 FY)

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

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**Melody Cox**  
**Administrative Services**

**850-838-3553**  
**850-838-3501 Fax**

**grants.coordinator@taylorcountygov.com**

## **MEMORANDUM**

**DATE:** October 19, 2012

**TO:** Tammy

**FROM:** Melody

**RE:** Budget Amendment Request  
NEW FDOT Grant

Tammy, please prepare a budget amendment as soon as possible for the above indicated budget. I have attached a detailed budget for this request and a copy of the grant agreement. This project is being funded with this grant and a FAA grant. The County is not providing a match.

We will be moving forward with this project as soon as you have completed the budget amendment. Bids for the contractor have already been received and approved by the Board.

Please let me know if you have any questions. Tammy, thank you!

  
Melody

c.c. Dustin Hinkle

1

**DETAIL BUDGET REQUEST**

**2012-2013 FISCAL YEAR** (new)

**DEPARTMENT: FDOT Rehab Runway 18-36 Phase II**  
**October 19, 2012**

(0538-2)

FDOT Rehab.  
Runway Phase 2

**Expenditure**

<b><u>Account #</u></b>	<b><u>Account Description</u></b>	<b><u>Amount</u></b>
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<b>56300</b>	<b>Capital/Infrastructure</b>	<b>\$100,000</b>
	<b>Rehab and resurfacing of Runway 18-36 at Perry Foley Airport</b>	

**Total Budget Request \$100,000**

**\*\*No cash match will be provided or required.**

Revenue (003 - 3344117 ) \$100,000  
FDOT-Rehab Runway

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
06/11  
Page 1 of 14

Financial Project Number(s): (item-segment-phase-sequence) 43297619413	Fund: DDR Function: 637 Federal Number: DUNS Number: 80-939-7102	FLAIR Category.: 088719 Object Code: 750004 Org. Code: 55022020228 Vendor No.: F 596 000 879 001 CSFA Number: 55004
Contract Number:		
CFDA Number: 120.006		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
201 EAST GREEN STREET, PERRY, FLORIDA 32347  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed  
on or before December 30, 2014 and this Agreement will expire unless a time extension is provided  
in accordance with Section 18.00.

**W I T N E S S E T H :**

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,  
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including  
the implementation of an integrated and balanced transportation system and is authorized under  
332.006 (6)(Aviation Only)  
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree  
as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is  
**FOR THE DESIGN AND REHABILITATION OF RUNWAY .18/36, PHASE II AT THE PERRY-FOLEY AIRPORT.**  
**PLEASE ENSURE YOU READ AND UNDERSTAND ALL THE CONDUCTIONS AND REQUIREMENTS LISTED IN**  
**EXHIBIT "A".**

**THIS PROJECT IS BEING FUNDED AS A RURAL ECONOMIC DEVELOPMENT INITIATIVE (REDI) PROJECT BY THE**  
**DEPARTMENT AT 100% DEPARTMENT FUNDING FOR THE NON FEDERAL PROJECT PARTS.**

and as further described in Exhibit(s) A, B, C, and D attached hereto and by this reference made a part  
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the  
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the  
project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 1,000,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 100,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage ☐ is ☒ is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347, referenced by the above Financial Project Number.

I. PROJECT COST: **\$1,000,000.00**

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TOTAL PROJECT COST: **\$1,000,000.00**

II. PARTICIPATION:

Maximum Federal Participation  
FTA, FAA ( 90 %) or **\$900,000.00**

Agency Participation

In-Kind	(    %)	\$
Cash	(    %)	\$
Other	(    %)	\$

Maximum Department Participation,  
Primary

(DS)( <u>DDR</u> )(DIM)(PORT)(DPTO)	( 10 %)	or <b>\$100,000.00</b> ✓
Federal Reimbursable (DU)(FRA)(DFTA)	(    %)	or \$
Local Reimbursable (DL)	(    %)	or \$

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TOTAL PROJECT COST **\$1,000,000.00**

**This project is being accomplished as a Rural Economic Development Initiative (REDI) project with the Department funding the Non-Federal at 100% up to and including \$100,000.00.**



## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

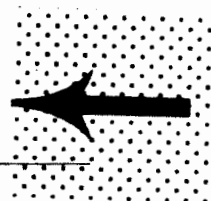
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,386	001-3352910	EMS 100% Grant (Advance)
Expenditures:		
\$2,321	0275-55102	EMS 100% (Advance) Grant- Office Furn/equip < \$1,000
\$1,065	0275-56400	Capital Outlay - Equipment

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of November, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(New grant awarded for 2013 FY)



**SIGN  
HERE**

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

---

**Melody Cox**

**850-838-3553**

**Administrative Services**

**850-838-3501 Fax**

**grants.coordinator@taylorcountygov.com**

## **MEMORANDUM**

**DATE:** October 15, 2012

**TO:** Tammy

**FROM:** Melody

**RE:** Budget Amendment Request  
NEW EMS Grant

Tammy, please prepare a budget amendment as soon as possible for the above indicated budget. I have attached a detailed budget for this request and a copy of the grant agreement. As in the past, we will be receiving the funds for this grant prior to the grant close out. I will take care of all ordering and reporting on behalf of EMS.

Please let me know if you have any questions. Tammy, thank you!

Melody

c.c. Dustin Hinkle

**RECEIVED**

OCT 15 2012

ANNIE MAE MURPHY  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

**DETAIL BUDGET REQUEST**  
**2012-2013 FISCAL YEAR**

DEPARTMENT: EMS 100% Grant (Advance)  
October 15, 2012

*Dept # 027*

**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
56400	Capital Outlay -Equipment To purchase BLS trainer full body with carrying bag	\$1,065.00
55102	Office Equipment/Furn < \$1,000 EMS training equipment including adult sani-mankin, ECG training vest, airway trainer, IV hand and arm training kit and arrhythmia recognition cd.	\$2,320.70
<b>TOTAL BUDGET REQUEST</b>		<b>\$3,385.70</b>

*Grant  
Renewal  
(001-3352960)  
#3306*

*[Signature]  
10-30-12*


## **EMS COUNTY GRANT APPLICATION**

### **FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services**

**Complete all items**

**ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) C**

<b>1. County Name:</b> Taylor County
<b>Business Address:</b> 201 E. Green Street
Perry, Florida 32347
Telephone: 850-838-3553
Federal Tax ID Number (Nine Digit Number): VF 5 9 6 0 0 0 8 7 9

<b>2. Certification:</b> (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.	
Signature: 	Date: Oct. 1, 2012
Printed Name: Patricia Patterson	
Position Title: Chairman	

<b>3. Contact Person:</b> (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name: Melody Cox	
Position Title: Grants Director	
Address: 201 E. Green Street	
Perry, Florida 32347	
Telephone: 850-838-3553	Fax Number: 850-838-3563
E-mail Address: grants.coordinator@taylorcountygov.com	

<b>4. Resolution:</b> Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.
--

<b>5. Budget:</b> Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)
Doctors' Memorial Hospital Emergency Medical Services, Taylor County

**BUDGET PAGE**

### A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	0

**B. Expenses:** These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
TOTAL	\$ 0

**C. Vehicles, equipment, and other** operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
Economy adult sani-manakin (4pk) with carry case	\$335.70
BLS trainer full body with carry bag	\$1,065.00
Airway trainer 3 year old child with carry bag	\$645.00
ECG training vest	\$800.00
I.V. Hand and arm training set	\$425.00
Arrhythmia Recognition CD-ROM.	\$115.00
TOTAL	\$3,385.70
<b>Grand Total</b>	<b>\$ <u>3,385.70</u></b>

FLORIDA DEPARTMENT OF HEALTH  
EMS GRANT PROGRAM

**REQUEST FOR GRANT FUND DISTRIBUTION**

In accordance with the provisions of Section 401.113(2)(a), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

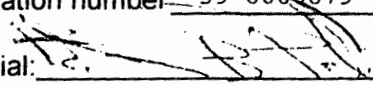
**DOH Remit Payment To:**

Name of Agency: Taylor County Board of Commissioners

Mailing Address: 201 E. Green Street

Perry, Florida 32347

Federal Identification number: 59-6000879

Authorized Official: 

Signature

Date

Patricia Patterson, Chairman

Type Name and Title

*Sign and return this page with your application to:*

*Florida Department of Health  
BEMS Grant Program  
4052 Bald Cypress Way, Bin C18  
Tallahassee, Florida 32399-1738*

**Do not write below this line. For use by Bureau of Emergency Medical Services personnel only**

Grant Amount For State To Pay: \$ \_\_\_\_\_ Grant ID: Code: \_\_\_\_\_

Approved By : \_\_\_\_\_  
Signature of EMS Grant Officer Date

State Fiscal Year: \_\_\_\_\_ - \_\_\_\_\_

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>
64-42-10-00-000			750000

Federal Tax ID: VF \_\_\_\_\_

Grant Beginning Date: \_\_\_\_\_ Grant Ending Date: \_\_\_\_\_



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

Upon motion of Commissioner Feagle with second by Commissioner Wiggins and a vote of 5-0 the Board of Taylor County Board of County Commissioners, adopt the following resolution:

## RESOLUTION

**WHEREAS**, THE STATE OF FLORIDA, DEPARTMENT OF HEALTH HAS ESTABLISHED THE COUNTY EMERGENCY MEDICAL SERVICES GRANT PROGRAM, AND;

**WHEREAS**, TAYLOR COUNTY BOARD OF COMMISSIONERS IS ELIGIBLE TO RECEIVE AN AWARD UNDER THIS PROGRAM, TO IMPROVE THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM;

**THEREFORE BE IT RESOLVED**, THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS CERTIFIES THAT GRANT FUNDS RECEIVED FROM THE COUNTY EMERGENCY MEDICAL SERVICES AWARD WILL IMPROVE AND EXPAND PRE-HOSPITAL EMERGENCY MEDICAL SERVICES AND THE THAT THE GRANT MONIES WILL NOT BE USED TO SUPPLANT EXISTING COUNTY EMERGENCY MEDICAL SERVICES BUDGET ALLOCATIONS.

**DONE AND ORDERED** IN REGULAR SESSION AT PERRY, FLORIDA THIS 1<sup>st</sup> DAY OF OCTOBER 2012, A.D.

Board of County Commissioners  
Taylor County, Florida



Attest: Annie Mae Murphy  
Annie Mae Murphy, Clerk

By: Patricia Patterson  
Patricia Patterson, Chairman

July 18, 2012

Chairperson  
Taylor County Board  
of County Commissioners  
201 East Green Street  
Perry, Florida 32054

Dear Chairperson:

We are pleased to announce that you may now apply for your county's annual grant from the state for the improvement and expansion of your county's emergency medical services (EMS). The amount of your grant is \$3,362.00. The sum is 45 percent of the funds your county deposited into the state Emergency Medical Services Trust Fund for traffic fine surcharges as specified in 401.113(1), *Florida Statutes*, for the 12 months of July 1, 2011 through June 30, 2012.

We will process your award when we receive the completed forms detailed in the following paragraph. All items in your budget must improve and expand Emergency Medical Services. Replacement and ongoing costs are not allowable.

We are again using the 2008 edition grant booklet and forms. If you need a copy, please contact me or obtain them online at <http://www.fl-ems.com/Forms/Forms.html>. The application forms are pages 3-5 in the grant booklet. Item 4 in the application form describes and requires a current resolution from the Board of County Commissioners (BOCC). Complete and return the original plus one copy of: the application form DH Form 1684, the request for grant distribution page DH Form 1767P, and the resolution (all three documents must be signed) to: EMS County Grant Program, DOH Emergency Medical Services, 4052 Bald Cypress Way, Mail Bin C18, Tallahassee, FL 32399-1738

The deadline for us to receive completed applications is October 19, 2012, 5:00 PM, Eastern Daylight Saving Time.

Thank you for your cooperation and support to improve and expand quality EMS. Please contact me at telephone (850) 245-4440, extension 2734, if you have any questions.

Sincerely,



Alan Van Lewen  
Health Services and Facilities Consultant  
Grants Unit

cc: Ms. Melody Cox, Grants Director

Tony Partin @ dep.state  
fl.us





## 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

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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

October 9, 2012

Florida Department of Health  
Bureau of Emergency Medical Services  
4052 Bald Cypress Way, Mail Bin C-18  
Tallahassee, FL 32399-1738

Attn: Mr. Alan Van Lewen  
Health Services and Facilities Consultant

Re: Taylor County Grant Application

Dear Mr. Van Lewen:

Enclosed please find the grant application and required support documents Taylor County is submitting on behalf of Doctors' Memorial Hospital Emergency Medical Services. Upon approval of the application, we will proceed with purchasing the training equipment our EMS Director, Marty Tompkins has requested and indicated a need for.

On behalf of the Taylor County Board of Commissioners, thank you for this needed funding assistance. As always, I look forward to working with you.

Best regards,

A handwritten signature in cursive script, appearing to read "Melody Cox".

Melody Cox  
Grants Director

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (Paul Poppell Road) FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

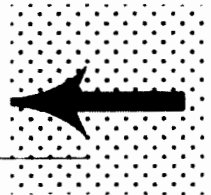
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$762,015	166-3344906	SCRAP Grant
\$762,015	0326-53401	SCRAP Project/Paul Poppell Rd- Contractual Services

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of November, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(Supplemental Grant Agreement#1 dated 10/29/12)



## ***Florida Department of Transportation***

**RICK SCOTT  
GOVERNOR**

1109 South Marion Avenue  
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.  
SECRETARY**

October 29, 2012

The Honorable Patricia Patterson, Chair  
Taylor County Board of County Commissioners  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

**Subject: Small County Road Assistance Program  
REIMBURSEMENT AGREEMENT – Supplemental # 1  
Resurfacing of CR 359 / Paul Poppel Road  
from CR 361A / Wood Creek Road to CR 359A / Slaughter Road  
Financial Project ID: 424346-1-58-01**

Dear Chair Patterson:

Enclosed for your files is a fully executed copy of the Supplemental Agreement # 1 for the subject project. This Agreement details the work that the Taylor County will undertake. Additional funds in the amount of \$762,015.00 will be added to construction.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

**Katrina Sadler  
District Programs Administrator**

**KS:ke  
Enclosures**

**cc: Mr. Kenneth Dudley, P.E., Taylor County Engineer  
Mr. Jack Brown, Taylor County Administrator**

The Honorable Patricia Patterson, Chair  
Taylor County BOCC  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION  
SMALL COUNTY ROAD ASSISTANCE PROGRAM  
(SCRAP)  
SUPPLEMENTAL  
AGREEMENT# 1

Financial Project ID: 424346-1-58-01

Contract Number: APN80

PROJECT DESCRIPTION

Per Florida Statutes 339.2816, the Florida Department of Transportation (Department) desires to supplement the Small County Road Assistance Program Agreement (SCRAP) as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement is described below.

Name: CR 359 / Paul Poppel Road Length N/A

Termini: from CR 361A / Wood Creek Road to CR 359A / Slaughter Road

Description of Work: resurfacing

Reason for Supplement: add construction funds in the amount of \$762,015.00 for Fiscal Year 2013

The following language will need to be included in the previously executed contract:

1) **E-VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

2) **PROJECT RETENTION**

Project records retention shall be retained and available for a least five "5" years from the date the audit report is issued.

3) **Exhibit F - Standard Financial Provisions (attached)**

TYPE OF WORK By Fiscal Year	(3) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(1) STATE & FEDERAL FUNDS (100%)
<b>Design</b>			
<u>2007-2008</u>	_____	_____	_____
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
Total Design Cost	_____	_____	_____
<b>Right of Way</b>			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Right of Way Cost	_____	_____	_____
<b>Construction</b>			
<u>2009-2010</u>	\$ 328,640.00	_____	\$ 328,640.00
<u>2010-2011</u>	_____	_____	_____
<u>2011-2012</u>	\$ 762,015.00	_____	\$ 762,015.00
<u>2012-2013</u>	_____	_____	_____
Total Contract Costs	\$1,090,655.00	_____	\$1,090,655.00
<b>Construction Engineering and Inspection</b>			
<u>2012-2013</u>	_____	_____	_____
<u>2013-2014</u>	_____	_____	_____
<u>2014-2015</u>	_____	_____	_____
<u>2015-2016</u>	_____	_____	_____
Total Construction Engineering	_____	_____	_____
<b>Total Cost of Project</b>	\$1,090,655.00	_____	\$1,090,655.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

The Honorable Patricia Patterson, Chair  
Taylor County BOCC  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION  
SMALL COUNTY ROAD ASSISTANCE  
PROGRAM (SCRAP)  
SUPPLEMENTAL  
AGREEMENT# 1

Financial Project ID: 424346-1-58-01

Contract Number: APN80

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Name:  
Title:

By: [Signature]  
Name: Greg Evans  
Title: District Two Secretary

Attest: [Signature]  
Name:  
Title: Clerk to Board

Attest: [Signature]  
Name: Lisa Lambert  
Title: Executive Secretary

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

Date: Oct. 29, 2010

As to form:

As to form:

[Signature]  
Attorney

[Signature] 10-26-12  
District Attorney



See attached Encumbrance Form for date of funding approval by Comptroller.

**Exhibit F**  
**Standard Financial Provisions**

1. The Department agrees to pay the Taylor County BOCC for the herein described services at compensation as detailed in this Agreement.
2. The Participant shall furnish the services with which to construct the PROJECT. Said PROJECT consists of the Resurfacing of CR 359 / Paul Poppel Road from SR 361B / Wood Creek Road to CR 359A / Slaughter Road in Taylor County, Florida.
3. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under *Section 334.044(29), F.S.*, or by the Department of Financial Services under *Section 215.422(14), F.S.*
4. The Participant shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of resurfacing of said project.
5. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 4 above, and must be received and accepted in writing by the Contract Manager prior to payments.
6. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's *Travel Form No. 300-090-01* and will be paid in accordance with *Section 112.061, F.S.*
7. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation – Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation – District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
8. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.83(1), F.S.*, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.
10. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
11. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of *Section 339.135(6)(a), F.S.*, are hereby incorporated:  

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."
12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Small County Road Assistance Program Supplemental Agreement No. 1 to widen and resurface Paul Poppell Road (CR 359) from Woods Creek Road to Slaughter Road, and

**WHEREAS,** Supplemental Agreement No. 1 will provide an additional \$762,015.00 of funding through the Florida Department of Transportation's Small County Road Assistance Program, and

**WHEREAS,** Supplemental Agreement No. 1 will have no effect on the terms of the original agreement other than to increase such funding, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into Supplemental Agreement No. 1.

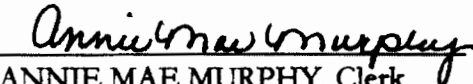
**PASSED** in regular session this 16 day of October, 2012.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: 

PAT PATTERSON, Chairperson

ATTEST:

  
ANNIE MAE MURPHY, Clerk

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (Paul Poppell Road) FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

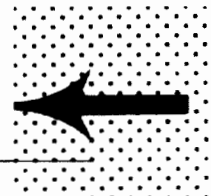
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$199,828	166-3344906	SCRAP Grant
		SCRAP Project/Paul Poppell Rd-
\$ 78,750	0326-53101	Professional Services
\$121,078	0326-53401	Contractual Services

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of November, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(Balance of grant @ 9/30/12, in excess of 2013 budget)



## Tammy Taylor

**From:** Kenneth Dudley <county.engineer@taylorcountygov.com>  
**Sent:** Tuesday, October 23, 2012 5:04 PM  
**To:** 'Tammy Taylor'  
**Cc:** Jack Brown; Dustin Hinkel  
**Subject:** Budget Amendment

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Please amend the following budget to reflect the remaining reimbursable monies (\$316,628.35) approval of the (\$762,015.00) FDOT Supplemental Agreement and the Board funding action. (Common Account - \$109,283.92 & District 1 - \$90,813.07) = ~~net~~ **200,096.99**

0326 - SCRAP PROJ/PAUL POPPELL		Current Budget	Proposed Budget
Professional Services	\$ 16,800.00		\$ 78,750.00
Contractual Services	\$100,000.00		\$1,199,989.98

Or if you want to leave the 0308 dollars in their respective accounts....

0326 - SCRAP PROJ/PAUL POPPELL		Current Budget	Proposed Budget
Professional Services	\$ 16,800.00		\$ 78,750.00
Contractual Services	\$100,000.00		\$999,892.99
	<b>116,800</b>		<b>1,078,643</b>

0308 - SECONDARY ROAD PAVING

	Encumbrance
0308-56310	\$109,283.92
0308-56311	\$ 90,813.07

I added \$0.36 to the common account allocation from what I originally expected it to be due to a difference between last FY budgeted balance and the actual remaining reimbursable amount.

Kenneth Dudley, P.E.  
County Engineer  
Taylor County Board of County Commissioners  
201 East Green St.  
Perry, FL 32347  
Phone: 850.838.3500 x104  
Fax: 850.838.3501  
[county.engineer@taylorcountygov.com](mailto:county.engineer@taylorcountygov.com)<<mailto:county.engineer@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.

SUNGARD PENTAMATION, INC.  
DATE: 10/23/2012  
TIME: 18:04:31

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: expmgr.key\_orgn='0326'  
ACCOUNTING PERIOD: 1/13

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT  
TOTALLED ON: FUND, TOTL/DEPT  
PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-166 SCRAP PROJ/PAUL POPPELL  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0326 SCRAP/PAUL POPPELL RD

2012/2013 FY

*Budgeted*  
06/1/12  
*Actual Balance*  
9/4/12

ACCOUNT	TITLE	BUDGET	EXPENDITURES	PERIOD	ENCUMBRANCES	YEAR TO DATE	AVAILABLE	YTD/
					OUTSTANDING	EXP	BALANCE	BUD
53101	PROFESSIONAL SERVICES	16,800.00	34,687.50	.00	.00	.00	16,800.00	.00
53401	CONTRACTUAL SERVICES	100,000.00	281,626.00	.00	.00	.00	100,000.00	.00
54902	LEGAL ADVERTISING	.00	314.85	.00	.00	.00	.00	.00
	TOTAL SCRAP/PAUL POPPELL RD	116,800.00	316,628.35	.00	.00	.00	116,800.00	.00
	TOTAL SCRAP PROJ/PAUL POPPELL	116,800.00		.00	.00	.00	116,800.00	.00
	TOTAL REPORT	116,800.00		.00	.00	.00	116,800.00	.00

Difference \$199,828

2013  
Amendment  
needed

SUNWARD PENTAMATION, INC.  
DATE: 10/23/2012  
TIME: 18:04:58

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPST11

SELECTION CRITERIA: expledgr.key\_orgn='0326'  
ACCOUNTING PERIOD: 13/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT  
TOTALLED ON: FUND,TOTL/DEPT  
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-166 SCRAP PROJ/PAUL POPPELL  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0326 SCRAP/PAUL POPPELL RD

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	36,375.00	.00	.00	1,687.50	34,687.50	4.64
53401	CONTRACTUAL SERVICES	281,626.00	.00	.00	.00	281,626.00	.00
54902	LEGAL ADVERTISING	440.00	.00	.00	125.15	314.85	28.44
	TOTAL SCRAP/PAUL POPPELL RD	318,441.00	.00	.00	1,812.65	316,628.35	.57
	TOTAL SCRAP PROJ/PAUL POPPELL	318,441.00	.00	.00	1,812.65	316,628.35	.57
	TOTAL REPORT	318,441.00	.00	.00	1,812.65	316,628.35	.57

*Balance*  
*FILE*  
*9/30/12*

AVAILABLE BALANCE	YTD/ BUD
34,687.50	4.64
281,626.00	.00
314.85	28.44
316,628.35	.57
316,628.35	.57
316,628.35	.57

SUNCOARD PENTAMATION, INC.

DATE: 10/23/2012

TIME: 18:02:05

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1  
AUDIT21

SELECTION CRITERIA: orgn.fund='166' 1=1

ACCOUNTING PERIODS: 1/12 THRU 13/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 166 - SCRAP PROJ/PAUL POPPELL  
FD/DEPT - 0326 - SCRAP PROJ/PAUL POPPELL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
166-540-541-0326-0326 - SCRAP PROJ/PAUL POPPELL										
53101						.00	.00	.00	BEGINNING BALANCE	
	10/01/11	11-1				36,375.00			POSTED FROM BUDGET SYSTEM	
	01/17/12	18-4	20120332-01		6202 DELTA PROFESSION			1,800.00	CHANGE ORDER - 1	
	01/17/12	21-4	20120332-01	43866	6202 DELTA PROFESSION		1,687.50	-1,800.00	SCRAPPROJ/PAULPOPPELL	
TOTAL						36,375.00	1,687.50	.00		34,687.50
53401						.00	.00	.00	BEGINNING BALANCE	
	10/01/11	11-1				282,000.00			POSTED FROM BUDGET SYSTEM	
	11/01/11	13-2				-374.00			ADJUST CF FRM FYE2011	
TOTAL						281,626.00	.00	.00		281,626.00
54902						.00	.00	.00	BEGINNING BALANCE	
	10/01/11	11-1				440.00			POSTED FROM BUDGET SYSTEM	
	07/17/12	21-10	44971		000124 PERRY NEWSPAPERS		125.15	.00	BID/PAUL POPPELL ROAD	
TOTAL						440.00	125.15	.00		314.85
TOTAL TOTL/DEPT - SCRAP/PAUL POPPELL RD						318,441.00	1,812.65	.00		316,628.35
TOTAL FUND - SCRAP PROJ/PAUL POPPELL						318,441.00	1,812.65	.00		316,628.35
TOTAL REPORT						318,441.00	1,812.65	.00		316,628.35

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SECONDARY ROAD PROJECT (PAVING) FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **SECONDARY ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2013.

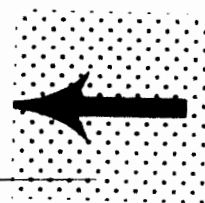
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$975,520	106-3899010	Secondary Road Project Fund - Cash Brought Forward
\$(74,187)	0308-56311	District 1 - Road Paving
\$234,190	0308-56312	District 2 - Road Paving
\$ 73,743	0308-56313	District 3 - Road Paving
\$ 24	0308-56314	District 4 - Road Paving
\$741,750	0308-56315	District 5 - Road Paving
\$975,520	Total	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of November, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

Represents balance of road paving funds by district @ FYE 2012, (over)/ under projected in 2013 budget.



**SIGN  
HERE**

2012/2013 Budget

SUNGARD PENTAMATION, INC.

DATE: 10/23/2012

TIME: 17:15:13

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: orgn.fund='106'  
ACCOUNTING PERIOD: 1/13

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT  
TOTALED ON: FUND,TOTL/DEPT  
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-106 SECONDARY ROAD PROJECT FD  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0308 SECONDARY-ROAD PAVING

10/1/12 11/5/12  
Amended Budget  
that be

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
56308	AUCILLA LANDING PAVING	90,000.00	(Per Capital Improvement List)	.00	.00	90,000.00	.00
56310	TRANS.IMPROVMNT-RD PAVIN	654,234.00	Reading	.00	.00	654,234.00	.00
56311	DISTRICT 1 - ROAD PAVING	184,047.00	(74,787)	109,860	.00	184,047.00	.00
56312	DISTRICT 2 - ROAD PAVING	19,047.00	+234,196	253,237	.00	19,047.00	.00
56313	DISTRICT 3 - ROAD PAVING	154,047.00	+93,743	227,762	210.00	111,837.00	27.40
56314	DISTRICT 4 - ROAD PAVING	48,547.00	+74,350	48,571	.00	48,547.00	.00
56315	DISTRICT 5 - ROAD PAVING	19,047.00		760,297	.00	19,047.00	.00
TOTAL SECONDARY-ROAD PAVING		1,168,969.00	.00	42,210.00	.00	1,126,759.00	3.61

FUNCTION-580 OTHER USES  
ACTIVITY-581 INTERFUND TRANSFERS

Ⓢ This figure is pretty accurate  
for 2013 available funds;  
10/2/12

SUNGARD PENTAMATION, INC.  
DATE: 10/23/2012  
TIME: 17:15:13

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 2  
EXPSTA11

SELECTION CRITERIA: orgn.fund='106'  
ACCOUNTING PERIOD: 1/13

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT  
TOTALLED ON: FUND,TOTL/DEPT  
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-106 SECONDARY ROAD PROJECT FD  
FUNCTION-580 OTHER USES  
ACTIVITY-581 INTERFUND TRANSFERS  
TOTL/DEPT-0310 TRANSFERS-ROAD & BRIDGE FD

*2013*

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59140	INTERFUND TFR - TO R&B F	652,531.00	<i>(Ya Rd Operations)</i>	.00	.00	652,531.00	.00
59150	TRANSFER TO GENERAL FD	15,000.00	<i>(for Port Range Parking)</i>	.00	.00	15,000.00	.00
TOTAL TRANSFERS-ROAD & BRIDGE		667,531.00	.00	.00	.00	667,531.00	.00
TOTAL SECONDARY ROAD PROJECT		1,836,500.00	.00	42,210.00	.00	1,794,290.00	2.30
TOTAL REPORT		1,836,500.00	.00	42,210.00	.00	1,794,290.00	2.30

# DETAIL BUDGET REQUEST 2012/2013 FISCAL YEAR

360

DEPARTMENT:

SECONDARY ROAD PAVING

DEPARTMENT #:

0308

PREPARED BY:

*Tammy Taylor* 6/19/12  
Tammy Taylor, County Finance Director

Account # Description

**56310 COUNTY-WIDE ROAD PAVING ("common" account)**

new funds allocated for 2012/2013 FY - \$95,234  
estimated balance of previously allocated funds @ 9/30/12 - \$399,000  
est. accumulated excess balance cash carryforward \$250,000

*became available funding*  
*(90,000)*  
*Budget March*  
Amount  
\$ 654,234  
\$ 744,234

**56311 DISTRICT 1 - ROAD PAVING**

\$ 184,047

**56312 DISTRICT 2 - ROAD PAVING**

\$ 19,047

**56313 DISTRICT 3 - ROAD PAVING**

\$ 154,047

**56314 DISTRICT 4 - ROAD PAVING**

\$ 48,547

**56315 DISTRICT 5 - ROAD PAVING**

\$ 19,047

Subtotal

\$ 424,735

Budgeted expenditures by district were calculated by equally dividing the "new" road paving funds/available gas taxes for FY2013, in addition to the (estimated) balances remaining in ea. district's budget @ 9/30/12. (see calculation below\*)

**TOTAL EXPENDITURES \$ 1,168,969**

(Calculation by district\*)

	(1) 2013FY DISTRIBUTION	(2) 2012FY BUDGT BALANCE	Other	2012/2013 TOTAL BUDGET
District 1	\$ 19,047	\$ 165,000	90,813	\$ 184,047
District 2	\$ 19,047	\$	- 34,190	\$ 19,047
District 3	\$ 19,047	\$ 150,000	273,742	\$ 154,047
District 4	\$ 19,047	\$ 29,500	29,524	\$ 48,547
District 5	\$ 19,047	\$	- 74,150	\$ 19,047
	\$ 95,235	\$ 344,500	\$ (15,000)	\$ 424,735

(New funding)

*Actual*  
*9/30/12*  
*estimated*  
(Balance of 2011/12 funding)  
(Transfer GF- paving @ Stein. Boat Ramp)  
(Total funding by individual district)

*11-5-12*  
*Amend 2013 Budget*  
(74,187)  
+ 234,190  
+ 73,742  
+ 24  
+ 741,750  
+ 975,510

(New funding) =

\$858,000 Revenue 2013 - \$667,531 Interfund Transfer to RB Fund for operations and capital = \$190,469  
50% (\$95,235) is added to the "common" account, and 50% (\$95,235) is divided among 5 districts

\* *for Steubacher*  
*Boat Ramp*  
*Fairing*



361

Date: 6/25/2012

Time: 09:41AM

106-

**2012/2013 Expenditure Budget**

Account	Account Title	CurrentYear Budget @ 10/1/11	Current Year Actual @ 06/22/12	2013 Request to BCC	\$ Increase (Decrease)	% Increase (Decrease)
0310 - TRANSFERS-ROAD & BRIDGE FD						
59101	INTERFUND TRANSFERS	0	0	0	0	0.00%
59104	INTERFUND TFR-TO SCOP FD	0	0	0	0	0.00%
59108	INTERFUND TFR-TO SCRAP FD	0	0	0	0	0.00%
59140	INTERFUND TFR - TO R&B FD	566,763	566,763	652,531	85,768	15.13%
59150	TRANSFER TO GENERAL FD *	0	0	* 15,000	15,000	100.00%
Total Department		566,763	566,763	667,531	100,768	17.78%

reference  
Overall  
Summary,  
pg 358

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**

BOARD TO RATIFY WORK ORDER NO. 1 WITH JONES EDMUNDS & ASSOCIATES, INC. AS SIGNED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

November 5, 2012

**Statement of Issue:**

Board to consider request to ratify the County Administrator's signature of Work Order No. 1 with Jones Edmunds & Associates, Inc. (JEA) for Compliance Monitoring Services at the Taylor County Closed Landfill from October 1, 2012 through September 30, 2016.

**Recommended Action:**

The Board should ratify the signature of the County Administrator.

**Fiscal Impact:** FISCAL YR 2013/16 - \$67,778

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

On October 16, 2012, the Board of County Commissioners selected JEA to provide Compliance Monitoring Services at the Taylor County Closed Landfill from October 1, 2012 through September 30, 2016. Work Order No. 1 to the Professional Services Agreement covers the scope of the required Compliance Monitoring Services during the period October 1, 2012 through September 30, 2016.

The County Administrator signed and executed the attached Work order on October 26, 2012 and is now forwarding it to the Board for endorsement through ratification. This Work Order provides services as required by FDEP Permit No. 0013295-003-SF and its modifications. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

**Options:**

- 1) Approve the request to ratify the County Administrator's Signature.
- 2) Deny the request and state reasons for such denial.

**Attachments/Signatures:**

Copy of executed Work Order No. 1

**TAYLOR COUNTY  
CLOSED LANDFILL COMPLIANCE MONITORING SERVICES**

**WORK ORDER NO. 1**

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This WORK ORDER, made and entered into this 26<sup>th</sup> day of October, 2012, by mutual agreement of the parties hereto, is made a part of the Master Agreement for Professional Services dated 10/26/12 by and between Taylor County (OWNER) and Jones Edmunds & Associates, Inc. (ENGINEER), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This WORK ORDER consists of providing engineering and environmental services and serving as the Engineer of Record for the work described in the Workscope and Cost Estimate attached hereto. The compensation authorized by this work order is \$64,560, with an additional \$3,228 contingency. The total maximum compensation is \$67,788. Compensation for these services shall be as described herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this WORK ORDER upon the terms and conditions stated herein on the day and year first above written.

**OWNER:  
TAYLOR COUNTY**

By: Jack R. Brown

Name: Jack R. Brown

Title: County Administrator

Date: 10/26/12

ATTEST

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

Name: Annie Mae Murphy

Title: Clerk of Circuit Court

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

**ENGINEER:  
JONES EDMUNDS & ASSOCIATES, INC.**

By: Kenneth S. Vogel

Name: Kenneth S. Vogel, PE

Title: Senior Vice President

Date: 10-19-12

ATTEST

By: Linda S. Freese

Name: Linda S. Freese

Title: Contracts & Liability Coordinator

Date: 10/22/2012

Project Manager T. Cully Office Manager W. H. H. H.

**TAYLOR COUNTY  
CLOSED LANDFILL COMPLIANCE MONITORING SERVICES**

**WORK ORDER NO. 1**

**WORKSCOPE**

**1.0 Overview**

The Workscope is for landfill compliance monitoring services for the Taylor County Landfill Closure.

Services for this project are related to the requirements of Florida Department of Environmental Protection (FDEP) Permit No. 0013295-003-SF (Date of Issue: June 18, 2003) and Minor Modification to Permit documents submitted to FDEP in September 2012. FDEP has approved the Minor Modification requests and, as of the date of this Work Order, is completing the Minor Modification.

Also in September 2012, Jones Edmunds submitted the full Permit Renewal application to FDEP that mirrors the requests of the Minor Modification. The new permit, when issued, is expected to be consistent with the Minor Modification.

This Workscope also reflects the requirements described in the Taylor County – Request for Proposal 2012-005-ENG, issued September 2012.

This Workscope is for the period from October 1, 2012 through September 30, 2016. The 20-year long-term-care period for the landfill ends on April 11, 2016.

---

**1.1 Landfill Gas Monitoring and Reporting**

Landfill gas monitoring and reporting has been discontinued by the Minor Modification to the permit and is no longer required.

---

**1.2 Landfill Groundwater Monitoring and Reporting**

Landfill groundwater monitoring and reporting has been substantially reduced by the Minor Modification to the permit as described below.

**Field Sampling Requirements**

Field collection of groundwater samples will be conducted as shown below. Landfill groundwater monitoring will be conducted in conformance with FDEP Standard Operating Procedures for Field Activities (FDEP-SOP-001/01).

Well	Well Type	Frequency
<b>Background Well</b>		
MW-13A	Background	Annual
<b>Compliance Wells</b>		
MW-5B	Compliance	Semiannual
MW-10B	Compliance	Semiannual
MW-14B	Compliance	Semiannual
MW-15B	Compliance	Semiannual
MW-17B	Compliance	Semiannual
MW-8A	Compliance	Annual
MW-8B	Compliance	Annual
MW-10A	Compliance	Annual
MW-10C	Compliance	Annual
MW-11B	Compliance	Annual
MW-14A	Compliance	Annual
MW-15A	Compliance	Annual
MW-16A	Compliance	Annual
MW-19A	Compliance	Annual
<b>Assessment Wells</b>		
MW-18B	Assessment	Semiannual
MW-20B	Assessment	Semiannual
MW-22B	Assessment	Semiannual
MW-23B	Assessment	Semiannual
MW-24B	Assessment	Semiannual
<b>Water Level Only</b>		
MW 1A	Water Level Only	Semiannual
MW-4A	Water Level Only	Semiannual
MW-5A (MW-5)	Water Level Only	Semiannual
MW-5A-R	Water Level Only	Semiannual
MW-7A	Water Level Only	Semiannual
MW-9A	Water Level Only	Semiannual
MW-9B	Water Level Only	Semiannual
MW-11A	Water Level Only	Semiannual
MW-12A	Water Level Only	Semiannual
MW-13B	Water Level Only	Semiannual
MW-16B	Water Level Only	Semiannual
MW-17A	Water Level Only	Semiannual
MW-18A	Water Level Only	Semiannual
MW-21B	Water Level Only	Semiannual
<b>Abandoned</b>		
MW-6A	Abandoned	None

All groundwater monitoring wells will be measured for depth-to-water in a continuous round before commencing sampling activities. This information will be used to construct groundwater contour maps.

If groundwater monitoring results are found to be out of compliance with Florida groundwater standards (FDEP Rule 62-777, Table 1), the County Engineer will be notified immediately and FDEP will be notified within 72 hours. Resampling, if conducted, will generally occur within 14 days of receipt of laboratory analysis.

### **Reporting Requirements**

Groundwater monitoring reports will be produced in conformance with FDEP Rule 62-701 and FDEP permit conditions. The reports will generally consist of the following:

- 1) Brief summary of event
- 2) Groundwater contour maps (two zones)
- 3) Comparison of results to groundwater standards
- 4) Listing of all results above laboratory detection limits
- 5) FDEP Parameter Monitoring Report Forms
- 6) FDEP Groundwater Monitoring Report Form
- 7) Copy of original laboratory data reports
- 8) Copy of chain-of-custody forms
- 9) Field data forms
- 10) ADaPT Electronic Data Deliverables to FDEP
- 11) Other applicable requirements of FDEP Rule 62-701.510(9)(a).

The groundwater monitoring reports will be signed-and-sealed by a qualified Groundwater Professional (Professional Geologist or Professional Engineer).

Reports of field-collected groundwater monitoring data and results of laboratory analyses will be submitted to the County Engineer and FDEP no later than the FDEP-permitted deadline. The County Engineer will be notified of the expected filing date and will be given the option to review all reports before they are submitted to FDEP.

### **Schedule**

Landfill groundwater monitoring and reporting will occur annually or semiannually. Listed below are the current permitted deadlines.

#### **Event 1: - Annual and Semiannual Event**

Second Semiannual 2012 - Field Sampling Deadline – October 30, 2012

Second Semiannual 2012 – Reporting Deadline – November 30, 2012

#### **Event 2: - Semiannual Event**

First Semiannual 2013 – Field Sampling Deadline – April 30, 2013

First Semiannual 2013 – Reporting Deadline – May 30, 2013

#### **Event 3: - Annual and Semiannual Event**

Second Semiannual 2013 - Field Sampling Deadline – October 30, 2013

Second Semiannual 2013 – Reporting Deadline – November 30, 2013

**Event 4: - Semiannual Event**

First Semiannual 2014 – Field Sampling Deadline – April 30, 2014

First Semiannual 2014 – Reporting Deadline – May 30, 2014

**Event 5: - Annual and Semiannual Event**

Second Semiannual 2014 - Field Sampling Deadline – October 30, 2014

Second Semiannual 2014 – Reporting Deadline – November 30, 2014

**Event 6: - Semiannual Event**

First Semiannual 2015 – Field Sampling Deadline – April 30, 2015

First Semiannual 2015 – Reporting Deadline – May 30, 2015

**Event 7: - Annual and Semiannual Event**

Second Semiannual 2015 - Field Sampling Deadline – October 30, 2015

Second Semiannual 2015 – Reporting Deadline – November 30, 2015

**Event 8: - Semiannual Event**

First Semiannual 2016 – Field Sampling Deadline – April 30, 2016

First Semiannual 2016 – Reporting Deadline – May 30, 2016

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**1.3 Biennial Technical Reporting Requirements**

Landfill biennial technical reporting is not required or included in this Workslope.

---

**1.4 Laboratory Analytical Requirements**

Laboratory analyses of groundwater samples will be conducted for each groundwater monitoring event. Laboratory analyses will be conducted in conformance with FDEP Standard Operating Procedures for Laboratory Operations. The laboratory will be certified under NELAP by the Florida Department of Health.

The following groundwater monitoring parameters will be analyzed as required for each annual or semiannual groundwater monitoring event:

Well	Designation	Frequency	Field Parameters	Ammonia	Ammonium	Chloride	Nitrate	TDS	Arsenic	Cadmium	Chromium	Iron	Lead	Sodium	EPA 601	EPA 602
<b>Background Well</b>																
MW-13A	Background	Annual	X	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Compliance Wells</b>																
MW-5B	Compliance	Semiannual	X	X	X	X		X	X			X		X		
MW-10B	Compliance	Semiannual	X	X	X	X		X	X			X		X		
MW-14B	Compliance	Semiannual	X	X	X	X		X	X			X		X		
MW-15B	Compliance	Semiannual	X	X	X	X		X	X			X		X		
MW-17B	Compliance	Semiannual	X	X	X	X		X	X			X		X	X	X
MW-8A	Compliance	Annual	X			X	X	X				X		X		
MW-8B	Compliance	Annual	X	X	X	X		X				X		X		
MW-10A	Compliance	Annual	X			X		X				X		X	X	
MW-10C	Compliance	Annual	X	X	X	X		X	X			X		X	X	
MW-11B	Compliance	Annual	X			X		X	X			X		X		
MW-14A	Compliance	Annual	X			X		X		X		X		X		
MW-15A	Compliance	Annual	X			X		X			X	X		X	X	
MW-16A	Compliance	Annual	X			X		X				X	X	X	X	
MW-19A	Compliance	Annual	X			X		X	X			X		X		
<b>Assessment Wells</b>																
MW-18B	Assessment	Semiannual	X	X					X							
MW-20B	Assessment	Semiannual	X	X					X							
MW-22B	Assessment	Semiannual	X	X					X							
MW-23B	Assessment	Semiannual	X	X					X							
MW-24B	Assessment	Semiannual	X	X					X							

Field Parameters consist of the following:

Static water level in wells (prior to purging)

Specific Conductivity

pH

Dissolved Oxygen

Turbidity

Temperature

Colors and Sheens (by observation)

Oxidation-Reduction Potential

All groundwater laboratory analyses will have detection limits at or below applicable Florida groundwater standards unless dilution of the sample due to high contaminant concentrations is required.

Quality Assurance samples will consist of appropriate number of equipment blanks and trip blanks. Duplicate samples are not required.



## **1.5 Contingency**

Any work other than specifically listed in Sections 1.1 through 1.4 of this Workscope shall be considered contingency items and may include:

1. Resampling or additional sampling necessary to verify analytical results from the scheduled sampling events.
2. Responses to FDEP on items related to this Work Order No. 1.
3. Assistance to the County with other regulatory issues that arise during this contract period.
4. Preparation of the annual long-term care "Financial Assurance Cost Estimate Form" using the "inflation-factor adjustment" to FDEP by September 1 of each calendar year (2013, 2014, and 2015), if requested by the County.

The County will be consulted for agreement before any work requiring Contingency Funds is conducted. For this Work Order No. 1, the Contingency Funds shall be available for Sections 1.1 through 1.4 of this Workscope if cost overages are encountered and for all aspects of this project.

---

## **Exclusions and Conditions**

All items included in this Work Order No. 1 are specifically listed in this document, and any other work that may be required is not included in this Work Order. The following are specific exclusions to and conditions of this Work Order:

- If the final issued Minor Modification to Permit or Renewal Permit requirements differ from those now pre-approved by FDEP as of the date of this Work Order or as requested by the County RFP and presented by Jones Edmunds in our response to *Request for Proposal 2012-005-ENG – October 1, 2012*, the associated costs may need to be adjusted accordingly.
- If other monitoring, FDEP reporting, permit, SOP, or Chapter 62-701 FAC requirements change from October 1, 2012 through September 30, 2016, that affect the effort required by this Workscope, the associated costs may need to be adjusted accordingly.
- Contamination assessment, corrective actions, other investigations, other documentation, other research, or professional land-surveying services that may be required by FDEP are not included in this Work Order.
- Contingency items that exceed the cost listed in Task 1.5 are excluded.
- This Work Order does not include any costs associated with permit modification.
- This Work Order does not include any costs associated with permit renewal, including additional or special sampling analyses that may be required.

- This Work Order does not include landfill inspection services.
  - This Work Order does not include repairing, replacing, or abandoning any landfill gas monitoring wells or groundwater monitoring wells or any other services related to repairing, replacing, or abandoning monitoring devices.
  - This Work Order does not include preparing a Stabilization Report or a Technical Report.
  - This Work Order does not include any recalculated (long-form) annual financial assurance post-closure care estimates.
  - Because of the 4-year term of this Work Order, Jones Edmunds reserves the right to renegotiate any or all aspects of this Work Order if overall outside economic conditions beyond the control of Jones Edmunds significantly affect the costs that are incurred to perform this work for Taylor County.
-

**TAYLOR COUNTY  
CLOSED LANDFILL COMPLIANCE MONITORING SERVICES**

**WORK ORDER NO. 1**

**COST ESTIMATE**

The following is attached:

- Closed Landfill Compliance Monitoring Services – Fee Proposal Form  
(As presented in response to *Request for Proposal 2012-005-ENG – October 1, 2012.*)

**COMPENSATION AND INVOICING**

**Item 1.2** – Landfill Groundwater Monitoring and Reporting Requirements – Event 1 through Event 8 will be invoiced to Taylor County as “Lump Sum” amounts as shown on the Fee Proposal Form upon completion of the work or monthly on a percent-complete basis.

**Item 1.4** – Laboratory Analytical Requirements will be invoiced to Taylor County as “Unit Cost Per Analysis” for any samples analyzed outside of those included in Item 1.2.

**Item 1.5** – Contingency Amount labor costs and other-direct-costs will be invoiced to Taylor County per a time-and-materials basis (3.20 Labor Multiplier, 1.10 ODC Multiplier).

**PROPOSAL FORM****Fee Proposal****1.1 Landfill Gas Monitoring and Reporting Requirements**

(Not Required)

**1.2 Landfill Groundwater Monitoring and Reporting Requirements**

		Cost per Event	Number of Events	Total Cost per Event
Event 1:	Second Semiannual 2012			
	Field Sampling	\$4,790	x 1	= \$4,790
	Reporting	\$3,170	x 1	= \$3,170
	Laboratory Analysis	\$1,280	x 1	= \$1,280
	Total			\$9,240
Event 2:	First Semiannual 2013			
	Field Sampling	\$3,420	x 1	= \$3,420
	Reporting	\$2,910	x 1	= \$2,910
	Laboratory Analysis	\$570	x 1	= \$570
	Total			\$6,900
Event 3:	Second Semiannual 2013			
	Field Sampling	\$4,790	x 1	= \$4,790
	Reporting	\$3,170	x 1	= \$3,170
	Laboratory Analysis	\$1,280	x 1	= \$1,280
	Total			\$9,240
Event 4:	First Semiannual 2014			
	Field Sampling	\$3,420	x 1	= \$3,420
	Reporting	\$2,910	x 1	= \$2,910
	Laboratory Analysis	\$570	x 1	= \$570
	Total			\$6,900
Event 5:	Second Semiannual 2014			
	Field Sampling	\$4,790	x 1	= \$4,790
	Reporting	\$3,170	x 1	= \$3,170
	Laboratory Analysis	\$1,280	x 1	= \$1,280
	Total			\$9,240

**Event 6: First Semiannual 2015**

Field Sampling

\$3,420	x	1	=	\$3,420
---------	---	---	---	---------

Reporting

\$2,910	x	1	=	\$2,910
---------	---	---	---	---------

Laboratory Analysis

\$570	x	1	=	\$570
-------	---	---	---	-------

Total

\$6,900
---------

**Event 7: Second Semiannual 2015**

Field Sampling

\$4,790	x	1	=	\$4,790
---------	---	---	---	---------

Reporting

\$3,170	x	1	=	\$3,170
---------	---	---	---	---------

Laboratory Analysis

\$1,280	x	1	=	\$1,280
---------	---	---	---	---------

Total

\$9,240
---------

**Event 8: First Semiannual 2016**

Field Sampling

\$3,420	x	1	=	\$3,420
---------	---	---	---	---------

Reporting

\$2,910	x	1	=	\$2,910
---------	---	---	---	---------

Laboratory Analysis

\$570	x	1	=	\$570
-------	---	---	---	-------

Total

\$6,900
---------

**Total of Landfill Groundwater Monitoring and Reporting Costs****\$64,560****1.3 Biennial Reporting Requirements****(Not Required)**

**1.4 Laboratory Analytical Requirements**

Unit Cost per Analysis
---------------------------

**Laboratory Analysis Unit Rates:****Individual Analysis Cost:**

Ammonia	\$10.50
Ammonium*	\$10.50
Arsenic	\$6.30
Cadmium	\$6.30
Chlorides	\$8.40
Chromium	\$6.30
Iron	\$6.30
Lead	\$6.30
Nitrate	\$10.50
Sodium	\$6.30
Total Dissolved Solids	\$7.35
EPA 601	\$52.50
EPA 602	\$52.50
EPA 601/602	\$52.50

Total Group Cost per Sample: \*\*

\$127.05

Total Group Cost per Equipment Blank:

\$127.05

Trip Blank Cost (EPA 601/602):

No Charge

\* If Ammonia and Ammonium are analyzed – only one \$10.50 charge applies.

\*\* Not all wells have same Sample requirements. This Total Cost represents list above.

**Project Total Cost**

- 1.1 Total of Landfill Gas Monitoring and Reporting Costs (Not Required)
- 1.2 Total of Landfill Groundwater Monitoring and Reporting Costs
- 1.3 Total of Biennial Summary Report Costs (Not Required)
- 1.4 (Laboratory Analytical Costs - included above in 1.2)

N/A
\$64,560
N/A
N/A

Project Cost - Subtotal

\$64,560
----------

- 1.5 Contingency Amount

Contingency Amount (5% of Project Cost - Subtotal):

\$3,228
---------

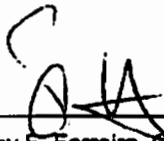
**Project Total Cost (including Contingency)**

\$67,788
----------

**Notes:**

The costs presented herein are for comparison purposes only.

Per Event Totals under Item 1.2 are Lump Sum amounts for Project Work Scope.



Stanley F. Ferreira, Chief Executive Officer



Tim G. Cully, Project Manager

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



BOARD TO RATIFY THE TAYLOR COUNTY CLOSED LANDFILL COMPLIANCE MONITORING SERVICES PROFESSIONAL SERVICES AGREEMENT WITH JONES EDMUNDS & ASSOCIATES, INC.

### MEETING DATE REQUESTED:

November 5, 2012

### Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Professional Services Agreement with Jones Edmunds & Associates, Inc. (JEA) for Compliance Monitoring Services at the Taylor County Closed Landfill from October 1, 2012 through September 30, 2016.

### Recommended Action:

The Board should ratify the signature of the County Administrator.

**Fiscal Impact:** FISCAL YR 2013/16: Work Order No. 1 - \$67,778

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

On October 16, 2012, the Board of County Commissioners selected JEA to provide Compliance Monitoring Services at the Taylor County Closed Landfill from October 1, 2012 through September 30, 2016.

The County Administrator signed and executed the attached Professional Services Agreement covering such services on October 26, 2012 and is now forwarding it to the Board for endorsement through ratification. This agreement is substantially the same format and terms (other than changed dates and amounts) that was previously used and approved by the Board for the period 2005 through 2012 including the provision to accommodate conditions that were unforeseen at the time of its execution. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

#### Options:

- 1) Approve the request to ratify the County Administrator's Signature.
- 2) Deny the request and state reasons for such denial.

#### Attachments/Signatures:

Copy of executed Professional Services Agreement



**MASTER AGREEMENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") made this 26<sup>th</sup> day of October, 2012, by and between **TAYLOR COUNTY**, having an address of PO Box 620, Perry, FL 32348, hereinafter called "OWNER," and **JONES EDMUNDS & ASSOCIATES, INC.**, having an address of 730 NE Waldo Road, Gainesville, Florida 32641, hereinafter called "ENGINEER."

**WITNESSETH**

For and in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

**SECTION A - PROFESSIONAL SERVICES**

1. ENGINEER has been selected by OWNER to perform Landfill Compliance Monitoring Services for the period of October 1, 2012 through September 30, 2016 in response to a Request for Proposal (RFP) issued by OWNER in September 2012. ENGINEER shall perform the services outlined in the referenced RFP in accordance with the specifications of the RFP and the terms and conditions of this Agreement. In addition, OWNER may request ENGINEER to perform professional engineering and consulting services under this Agreement that are not related to the referenced RFP.
2. Services to be provided pursuant to this Agreement shall be furnished from time to time during its term upon issuance of a Work Order to OWNER signed by both parties to this Agreement and referencing incorporation of the terms and conditions of this Agreement. Specific services will be requested by OWNER through a request for proposal after which ENGINEER will generate a cost proposal for OWNER'S review. Once the cost proposal is approved by OWNER, ENGINEER shall prepare and submit to OWNER a Work Order for OWNER'S review and signature.

**SECTION B - COMPENSATION FOR ENGINEERING SERVICES**

3. If the Scope of Services for a Work Order can be reasonably well defined and set forth in writing, compensation for the Work Order will be based on an agreed-upon lump sum amount as established for a specific scope of services by mutual agreement between OWNER and ENGINEER.

If the Scope of Services cannot be well defined, either at the outset of the assignment or in the event contingencies not previously anticipated develop, the compensation for a Work Order, as established by mutual agreement, will be on a time-and-materials basis at ENGINEER'S direct labor rates with a 3.2 multiplier. Rates for expert testimony shall be specifically negotiated. Non-labor direct costs shall be invoiced at the ENGINEER'S raw direct costs with a direct cost multiplier of 1.10.

4. Monthly, ENGINEER will invoice OWNER for services rendered during the previous month. Invoices will be due within 30 days after receipt. Any unpaid charges will draw interest at the lesser of 1% per month or the highest rate allowed by law, commencing 30 days after date of invoice. OWNER shall notify ENGINEER in writing of any disputed amount within 15 days after date of invoice; otherwise, all invoice charges are agreed to be acceptable. Should it be necessary for ENGINEER to initiate collection procedures for unpaid charges, the cost of such procedures will be added to the amount due ENGINEER from OWNER.

Lump sum Work Orders will be invoiced on a percent-complete basis.

### SECTION C - TERMS AND CONDITIONS

5. **Term:** The term of this Agreement shall be for five years from the date first above written. The Agreement may be renewed for additional five-year terms upon mutual agreement of OWNER and ENGINEER.

If ENGINEER and OWNER enter into a Work Order that expires after this Agreement expires, then the terms and conditions of this Agreement shall automatically extend until the first to occur of the following: (i) the expiration of the Work Order; (ii) the ENGINEER'S completion of the services pursuant to the Work Order; or (iii) the termination or cancellation of the Work Order. The issuance of a Work Order that expires after this Agreement expires does not extend the term of this Agreement.

6. **Records Retention:** ENGINEER shall provide to OWNER or OWNER'S authorized representatives, access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. ENGINEER shall retain records relating to this Agreement for three years after OWNER makes final payment and all other pending matters are closed.

7. **Permit Assistance:** OWNER shall assist ENGINEER in obtaining all necessary governmental permits and/or approvals required for the performance of the Services. ENGINEER'S obligations hereunder are specifically subject to the issuance of all such permits and/or approvals.

8. **Standard of Care:** The Services will be performed for the exclusive benefit of OWNER. The Services shall be conducted by ENGINEER consistent with that level of care and skill ordinarily exercised by the engineering and consulting professions in the same locale acting under similar circumstances and conditions. *Except as set forth herein, ENGINEER makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, or otherwise concerning any of the services which may be furnished by ENGINEER to OWNER.* Nothing in this contract is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

9. **Deliverables:** All deliverables, including, but not limited to, any and all reports, drawings, plans, designs, and specifications prepared by ENGINEER hereunder shall become OWNER'S property upon final payment for ENGINEER'S Services. ENGINEER shall retain copies of all deliverables. Deliverables may not be used or reused by OWNER, its employees, agents, or subcontractors on any extension of the project or on any other project without the prior written consent of ENGINEER, which consent will not be unreasonably withheld.

10. **Limitation on the Scope of Services:** OWNER acknowledges that ENGINEER will not have any role in generating, treating, storing, or disposing of hazardous or toxic substances, pollutants, contaminants, or other waste materials ("Waste Materials"). Any Waste Materials connected with the Services shall at no time become the property of ENGINEER. Nothing herein shall require ENGINEER to assume the status of generator or a storage, treatment, or disposal facility as those terms are defined by the Resource Conservation and Recovery Act, or any state statute or regulation governing the generation, treatment, storage, or disposal of hazardous waste or solid waste. ENGINEER cannot accept ownership, title, or responsibility for OWNER'S waste or responsibility for the disposal of any Waste Materials. OWNER agrees that it shall evaluate and "select" the proper site for treatment or disposal of its Waste Materials and shall be solely responsible therefor. Arrangements made by ENGINEER for treatment, storage, transport, or disposal of any Waste Materials shall be construed as being made solely for OWNER'S benefit and OWNER shall indemnify and hold harmless ENGINEER against all claims, damages, losses, liability, and expenses, including attorney's fees, which arise therefrom.

11. **Limitation of Liability:** The liability of ENGINEER and its employees to OWNER and all other persons and entities for damages due to acts or omissions arising out of the services furnished under this Agreement, regardless of the theory under which such damages are awarded or the type of damages awarded, shall not exceed, in the aggregate, the amount of compensation paid under this Agreement.

12. **OWNER'S Indemnification:** OWNER shall indemnify and hold harmless ENGINEER and its shareholders, directors, officers, employees, and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) any release or threatened release of Waste Materials or any other activity relating to Waste Materials; (ii) the intentional or negligent acts or omissions of OWNER, OWNER'S employees, agents, and subcontractors, or (iii) OWNER'S breach of this Agreement.

13. **Insurance:** Throughout the period of this Agreement, ENGINEER shall maintain, at its own expense, the following policies of insurance for claims resulting from ENGINEER'S services under this Agreement:

- General Liability insurance with limits of at least \$1,000,000.
- Professional Liability insurance with limits of at least \$1,000,000.
- Worker's Compensation insurance at statutory limits.

OWNER shall be listed as an Additional Insured on ENGINEER'S General Liability insurance policy. Certificates of Insurance listing OWNER as Certificate Holder and Additional Insured shall be issued to OWNER before commencement of Services under this Agreement and annually thereafter.

**14. Required Disclosures by OWNER:** OWNER shall provide ENGINEER all information which is known or readily accessible to OWNER which may be reasonable and/or necessary for completion of the Services by ENGINEER.

**15. Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel or services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

**16. Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Irrespective of which party terminates or the cause therefor, OWNER shall, within thirty (30) days of termination, compensate ENGINEER for costs incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, modifying schedules, reassigning personnel, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables.

**17. Site Access:** OWNER grants a right of entry to the Site to ENGINEER, its employees, agents, and subcontractors to perform the Services. If OWNER does not own the Site, OWNER warrants that it has the permission of the owner of the Site to grant this right of entry to ENGINEER. If, in order to perform the Services, ENGINEER damages or alters a site owned by a third party, OWNER agrees to pay the cost of restoring the Site to its condition prior to the performance of the Services, unless said damage is caused by ENGINEER'S negligence or willful misconduct.

**18. Geophysical Services:** ENGINEER does not guarantee any specific results from sampling or analytical activity. ENGINEER shall not be liable for loss and/or damage to the surface or subsurface due to subsurface sampling. ENGINEER shall not be liable for damage to wells caused by subsurface trespass or from operational services. OWNER will repair or replace any equipment damaged or lost in a well unless caused by ENGINEER'S negligence or willful misconduct. Recovery of lost equipment will be OWNER'S responsibility. ENGINEER is not liable for the accuracy of copies of the original logs or for recommendations based on such copies. ENGINEER will provide professional interpretation and recommendations if requested in the Scope of Work. ENGINEER shall not be responsible for obtaining permits or permission to log a well on a Site owned by a third party.

**19. Prohibition Against Contingent Fees:** ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

**20. Public Entity Crime Affidavit:** ENGINEER agrees to execute a statement in compliance with Florida Statute Chapter 287.133(3)(a) swearing and affirming that neither ENGINEER nor any officer of the ENGINEER have been convicted of a public entity crime.

**21. Truth-in-Negotiation:** Wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the OWNER determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of the Agreement.

**22. Certifications:** ENGINEER shall not be required to sign any documents, no matter by who requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER'S signing any such documents.

**23. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Agreement may be amended only by written instrument signed by each party.

**24. Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions in any other Contract Documents or any OWNER -issued purchase order, requisition, notice to proceed, or like document regarding the Project, Services or payment.

**25. Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between OWNER and ENGINEER shall survive the completion of Services hereunder and the termination of this Agreement.

**26. Governing Law:** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first above written.

**OWNER:**

**TAYLOR COUNTY**

By: Jack R. Brown

Name: Jack R. Brown

Title: County Administrator

Date: 10/26/12

**ENGINEER:**

**JONES EDMUNDS & ASSOCIATES, INC.**

By: Kenneth S. Vogel

Name: Kenneth S. Vogel, PE

Title: Senior Vice President

Date: 10-19-12

Project Manager T. Cully Office Manager W. H. H.

*J. H. H.*  
27. ENGINEER'S INDEMNIFICATION: ENGINEER shall indemnify and hold harmless the OWNER and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the contract.

*J. H. H.*  
28. VENUE: Venue for any litigation between the parties regarding this Agreement or subsequent Work Orders shall be Taylor County, Florida.

## SAMPLE WORK ORDER

WORK ORDER NO. \_\_\_\_

### MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This WORK ORDER, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by mutual agreement of the parties hereto, is made a part of the Master Agreement for Professional Services dated \_\_\_\_\_ by and between Taylor County (OWNER) and Jones Edmunds & Associates, Inc. (ENGINEER), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This WORK ORDER consists of <insert scope and fee>.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this WORK ORDER upon the terms and conditions stated herein on the day and year first above written.

**OWNER:**  
**TAYLOR COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ENGINEER:**  
**JONES EDMUNDS & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project Manager \_\_\_\_\_ Office Manager \_\_\_\_\_

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and execute Agreement For CDBG Administrative Services with Jordan & Associates.

**MEETING DATE REQUESTED:**

November 5, 2012

**Statement of Issue:** Board to review and execute Agreement For CDBG Administrative Services with Jordan & Associates.

**Recommended Action:** Approve Agreement For CDBG Administrative Services.

**Fiscal Impact:** The administrative service fees will be grant funded.

**Budgeted Expense:** Y/N      Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Jordan & Associates was selected to provide CDBG Administrative Services to the County by a coin toss at the October 1, 2012 Board meeting. Jordan & Associates and Guardian Community Resources Management, Inc. received a tie score by the review committee. Per the advice of DEO and review by the County Attorney it was determined a random process, such as flipping a coin would be the best way to select a firm. All fees will be funded through grants.

Jordan & Associates will be attending the January 2013 Board workshop and will give a presentation on CDBG economic development grant programs per the request of Grants staff.

**Attachments:** Agreement For CDBG Administrative Services



**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

Grantee: Taylor County  
Mailing Address: 201 E. Green St.  
Perry, FL 32347

Grantee's Grant Manager:  
Melody Cox  
Payment Request No.: 4

DEP Agreement No.: 230SC

Date Of Request: 10/29/2012

Performance

Period: 07/01/2012 - 09/30/2012

Reimbursement Amount

Requested: \$ 12,725.69

Task No.: 1 & 2

**GRANT EXPENDITURES SUMMARY SECTION**

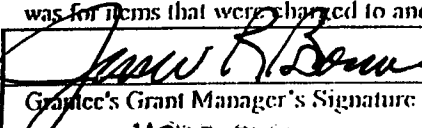
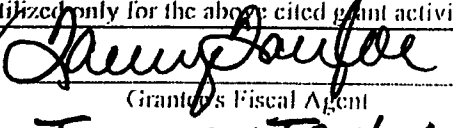
10/01/2011 - 09/30/2012

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Salaries	\$ 9,258.61	\$ 50,239.00
Fringe Benefits	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A
Subcontracting:	\$	\$
Waste Tire Disposal:	\$ 3,142.00	\$ 19,229.00
Scale Maintenance Agreement:	\$N/A	\$N/A
Equipment Purchases:	\$N/A	\$N/A
	\$	\$
Supplies/Other Expenses:	\$ 325.08	\$ 325.08
<b>TOTAL AMOUNT</b>	<b>\$ 12,725.69</b>	<b>\$ 69,793.08</b>
<b>GRANT AWARD AMOUNT</b>	<b>\$70,588</b>	
<b>Less Total Cumulative Payments of:</b>	<b>\$ 69,793.08</b>	
<b>GRANT AWARD BALANCE</b>	<b>\$ 794.92</b>	

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

	
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
JACK R. BROWN	TAMMY TAYLOR
COUNTY ADMINISTRATOR	Print Name
TAYLOR COUNTY, FL	
201 E. GREEN ST.	
850-838-3506 Ex. 107	850-838-3506 Ex. 122
PERRY, FL 32347	
Telephone Number	Telephone Number

# ATTACHMENT D

## PROGRESS REPORT FORM

DEP Agreement No.:	230SC		
Grantee Name:	Taylor County		
Grantee Address:	201 E. Green Street, Perry, FL 32347		
Grantee's Grant Manager:	Melody Cox	Telephone No.:	850-838-3553
Reporting Period:	07/01/2012 - 09/30/2012		

Provide a description of what expenditures were used for and how such expenditures relate to one of the allowable items described in the Grant Agreement.

Expenditures are for Task 1- Salaries and  
Task 2- Waste Tire Disposal

If expenditures were used for a specific project, include how the expenditures relate to the specific project, a description of any problems encountered and problem resolutions.

Not Applicable

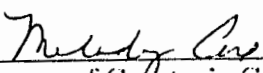
Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., photographs of equipment purchased or work accomplished, etc.)

Not Applicable

Provide actual costs to date:

Expenditure Category	Amount of Expenditures Prior to this Reporting Period	Amount of Expenditures for this Reporting Period	Total of Amount of Expenditures to Date
Salaries	\$40,980.39	\$9,258.61	\$50,239.00
Fringe Benefits			
Travel			
Subcontracting			
Equipment			
Supplies/Other Expenses	\$16,087.00	\$3,467.08	\$19,554.08

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 230SC and accurately reflects the activities and costs associated with the subject project.

  
Signature of Grantee's Grant Manager

10-29-2012  
Date

**TAYLOR COUNTY  
4TH QUARTER REIMBURSEMENT (FY 11/12)  
SMALL COUNTY SOLID WASTE GRANT  
#230SC  
07/01/12-10/30/12**

SALARIES

Employees

✓ Johnson	Recycling Technician	\$ 4,402.11
Pegg	Utilities mechanic	\$ 4,382.24
✓ Husted	HEO I	\$ 474.26

**SUBTOTAL     \$ 9258.61**

**SALARIES                     \$ 9,258.61**

**TAYLOR COUNTY  
4th QUARTER REIMBURSEMENT (FY 11/12)  
SMALL COUNTY SOLID WASTE GRANT  
#230SC  
07/01/12-10/30/12**

SUPPLIES/OTHER EXPENSES Waste Tire Disposal

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>CHECK#</u>	<u>DATE PAID</u>
D.E. Barnes, Inc.	Tire Disposal	\$ 1,022.50	44842	07/02/12
D.E. Barnes, Inc.	Tire Disposal	\$ 2,097.50	45029	08/06/12
Aucilla Area Solid Waste	Tire Disposal	\$ 22.00	45115	08/21/12

**SUBTOTAL     \$ 3142.00**

SUPPLIES/OTHER EXPENSES Paper

Office Depot, Inc	Office Paper	\$ 325.08	45239	08/04/12
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**SUBTOTAL     \$325.08**

**SUPPLIES/OTHER EXPENSES TOTAL             \$ 3467.08**

**GRAND TOTAL                     \$ 12725.69**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING 1<sup>ST</sup> QUARTER REIMBURSEMENT REQUESTS FOR THE EMERGENCY MANAGEMENT PERFORMANCE (EMPG) AND EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE (EMPA) GRANTS, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

**MEETING DATE REQUESTED:**

NOVEMBER 5, 2012

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

**Recommended Action:** APPROVE

**Fiscal Impact:** REIMBURSEMENT OF \$23,754.44

**Budgeted Expense:** YES

**Submitted By:** DUSTIN HINKEL

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE EMPG AND EMPA BASE GRANTS ARE FEDERAL AND STATE GRANTS USED TO FUND THE MAJORITY OF OPERATIONS OF THE EMERGENCY MANAGEMENT DEPARTMENT

**Options:** APPROVE/DENY

**Attachments:** EMPG AND EMPA FIRST QUARTER REQUESTS

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

**GRANTEE:**

County Name: Taylor  
Address: P.O. Box 620  
Perry, FL 32348

Claim # 1

(Select the quarter of submission)

**QUARTERLY REPORTING DUE DATES**

Point of Contact:	<u>Dustin Hinkel</u>	July 1 - September 30 - Due no later than October 31	<input checked="" type="checkbox"/>
Telephone #:	<u>850-838-3500x7</u>	October 1 - December 31 - Due no later than January 31	
AGREEMENT #	<u>13-FG-86-03-72-01-129</u>	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	\$48,989.00	\$12,306.46	\$12,306.46	\$24,376.08
2. Planning Costs				\$0.00
3. Training Costs				\$0.00
4. Exercise Costs				\$0.00
5. Equipment Costs	\$5,930.00	\$0.00		\$5,930.00
6. Management and Administration Costs (limited to 5% of the total award)				\$0.00
<b>TOTAL</b>	\$54,919.00	\$12,306.46	\$12,306.46	\$30,306.08

**TOTAL AMOUNT TO BE PAID ON THIS INVOICE**

**\$12,306.46**

**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
	\$54,919.00			

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

Signed:

Jack R. Brown  
Contract Manager or Financial Officer

10/26/12  
Date

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

**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.

EM Coordinator responded to Tropical Storm Debby - July 2012

(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 # 1**

(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 TAYLOR Costs Incurred During the Period of: 7 / 1 / 12 to 9 / 30 / 12 Claim Number 1

Vendor	Briefly Describe Item and its EM Purpose	Date Paid	Check Number	Amount	AEL# (if applicable)
Steve Spradley	Salary and Benefits	7/13/2012	V5015533	\$1,147.83	
Steve Spradley	Salary and Benefits	7/27/2012	V5015633	\$2,579.67	
Steve Spradley	Salary and Benefits	8/10/2012	V5015735	\$1,147.83	
Steve Spradley	Salary and Benefits	8/24/2012	V5015837	\$2,579.67	
Steve Spradley	Salary and Benefits	9/7/2012	V5015933	\$1,147.54	
Steve Spradley	Salary and Benefits	9/21/2012	V5016030	\$2,344.01	
Steve Spradley	Salary and Benefits	10/5/2012	V5016130	\$1,147.54	
County Billing	Workers Compensation	9/30/2012	20120482	\$212.37	
Total Costs Charged to this Grant				<b>\$12,306.46</b>	

**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 TAYLOR Costs Incurred During the Period of: 7 / 1 / 12 to 9 / 30 / 12 Claim Number: 1

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
Steve Spradley	Salary and Benefits	100%	\$7,414.40	\$4,892.06
TOTALS			\$7,414.40	\$4,892.06
Total Salaries and Benefits Charged to this Grant				\$12,306.46



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

EMPG Staffing Detail

EMPG Training

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]
Steve Spradley, EM Coordinator	40	\$ 49,942.34	100%

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
Yes	Yes	Yes	Yes	Yes

**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 Exercise(s) Per Quarter

Name & Position Title [1]	Date [2]	Description of Exercise [3]
Steve Spradley, EM Coordinator	7/1-31/12	Tropical Storm Debby response and recovery

**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

SUNGARD PENTAMATION, INC.  
DATE: 10/25/2012  
TIME: 15:43:29

TAYLOR COUNTY BOARD OF COMMISSIONERS  
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 3  
MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.l\_name='SPRADLEY'

-----EARNINGS-----					-----DEDUCTIONS-----						
CODE	TITLE	HOURS	AMOUNT	ORGN	PROJECT	CLASS	CODE	TITLE	AMOUNT	EMPLOYER	
CHECK NUMBER - V5015340					CHECK DATE - 06/15/2012			TRANS DATE - 06/10/2012			
EMPLOYEE - 306					STEPHEN L. SPRADLEY						
001	REG PAY	72.00	953.28		EMC		*FI	FICA	39.35	58.09	
003	HOLIDAY	8.00	105.92		EMC		*FM	MEDICARE	13.59	13.59	
								*FT	FEDERAL	47.88	.00
								1015	RETIREMENT	.00	16.95
								1100	HEALTH	.00	772.23
								1103	HEALTH	.00	655.71
								1107	HEALTH-PT	90.82	.00
								1402	LIFE INS.	.00	3.90
								1705	DENTAL-PT	31.45	.00
								9999	DIR DEP	836.11	.00
										1,059.20	1,520.47
TOTAL CHECK					80.00 1,059.20						
.00 VOUCHER											
CHECK NUMBER - V5015437					CHECK DATE - 06/29/2012			TRANS DATE - 06/24/2012			
EMPLOYEE - 306					STEPHEN L. SPRADLEY						
001	REG PAY	80.00	1,059.20		EMC		*FI	FICA	44.49	65.67	
								*FM	MEDICARE	15.36	15.36
								*FT	FEDERAL	60.11	.00
								1015	RETIREMENT	.00	16.95
								9999	DIR DEP	939.24	.00
										1,059.20	97.98
TOTAL CHECK					80.00 1,059.20						
.00 VOUCHER											
CHECK NUMBER - V5015533					CHECK DATE - 07/13/2012			TRANS DATE - 07/08/2012			
EMPLOYEE - 306					STEPHEN L. SPRADLEY						
001	REG PAY	72.00	953.28		EMC		*FI	FICA	39.35	58.09	
003	HOLIDAY	8.00	105.92		EMC		*FM	MEDICARE	13.59	13.59	
								*FT	FEDERAL	47.88	.00
								1015	RETIREMENT	.00	16.95
								1104	HEALTH-PT	90.82	.00
								1701	DENTAL-PT	31.46	.00
								9999	DIR DEP	836.10	.00
										1,059.20	88.63
TOTAL CHECK					80.00 1,059.20						
.00 VOUCHER											
CHECK NUMBER - V5015633					CHECK DATE - 07/27/2012			TRANS DATE - 07/22/2012			
EMPLOYEE - 306					STEPHEN L. SPRADLEY						
001	REG PAY	80.00	1,059.20		EMC		*FI	FICA	39.35	58.09	
								*FM	MEDICARE	13.59	13.59
								*FT	FEDERAL	47.88	.00
								1015	RETIREMENT	.00	16.95
								1100	HEALTH	.00	772.23
								1103	HEALTH	.00	655.71
								1107	HEALTH-PT	90.82	.00
								1402	LIFE INS.	.00	3.90
								1705	DENTAL-PT	31.45	.00
								9999	DIR DEP	836.11	.00
										1,059.20	1,520.47
TOTAL CHECK					80.00 1,059.20						
.00 VOUCHER											

SUNGARD PENTAMATION, INC.  
DATE: 10/25/2012  
TIME: 15:43:29

TAYLOR COUNTY BOARD OF COMMISSIONERS  
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 4  
MODULE NUM: PAYPROS3

SELECTION CRITERIA: employee.l\_name='SPRADLEY'

-----EARNINGS-----					-----DEDUCTIONS-----		
CODE TITLE	HOURS	AMOUNT ORGN	PROJECT CLASS	CODE TITLE	AMOUNT	EMPLOYER	
CHECK NUMBER - V5015735 CHECK DATE - 08/10/2012 TRANS DATE - 08/05/2012							
EMPLOYEE - 306 STEPHEN L. SPRADLEY							
001 REG PAY	80.00	1,059.20	EMC	*FI FICA	39.35	58.09	
				*FM MEDICARE	13.59	13.59	
				*FT FEDERAL	47.88	.00	
				1015 RETIREMENT	.00	16.95	
				1104 HEALTH-PT	90.82	.00	
				1701 DENTAL-PT	31.46	.00	
				9999 DIR DEP	836.10	.00	
TOTAL CHECK	80.00	1,059.20			1,059.20	88.63	
.00 VOUCHER							
CHECK NUMBER - V5015837 CHECK DATE - 08/24/2012 TRANS DATE - 08/19/2012							
EMPLOYEE - 306 STEPHEN L. SPRADLEY							
001 REG PAY	80.00	1,059.20	EMC	*FI FICA	39.35	58.09	
				*FM MEDICARE	13.59	13.59	
				*FT FEDERAL	47.88	.00	
				1015 RETIREMENT	.00	16.95	
				1100 HEALTH	.00	772.23	
				1103 HEALTH	.00	655.71	
				1107 HEALTH-PT	90.82	.00	
				1402 LIFE INS.	.00	3.90	
				1705 DENTAL-PT	31.45	.00	
				9999 DIR DEP	836.11	.00	
TOTAL CHECK	80.00	1,059.20			1,059.20	1,520.47	
.00 VOUCHER							
CHECK NUMBER - V5015933 CHECK DATE - 09/07/2012 TRANS DATE - 09/02/2012							
EMPLOYEE - 306 STEPHEN L. SPRADLEY							
001 REG PAY	80.00	1,059.20	EMC	*FI FICA	39.19	57.86	
				*FM MEDICARE	13.53	13.53	
				*FT FEDERAL	47.50	.00	
				1015 RETIREMENT	.00	16.95	
				1104 HEALTH-PT	90.82	.00	
				1701 DENTAL-PT	35.23	.00	
				9999 DIR DEP	832.93	.00	
TOTAL CHECK	80.00	1,059.20			1,059.20	88.34	
.00 VOUCHER							
CHECK NUMBER - V5016030 CHECK DATE - 09/21/2012 TRANS DATE - 09/16/2012							
EMPLOYEE - 306 STEPHEN L. SPRADLEY							
001 REG PAY	72.00	953.28	EMC	*FI FICA	39.19	57.86	
003 HOLIDAY	8.00	105.92	EMC	*FM MEDICARE	13.53	13.53	
				*FT FEDERAL	47.50	.00	
				1015 RETIREMENT	.00	16.95	
				1100 HEALTH	.00	631.67	
				1103 HEALTH	.00	560.90	
				1107 HEALTH-PT	90.82	.00	
				1402 LIFE INS.	.00	3.90	
				1705 DENTAL-PT	35.23	.00	
				9999 DIR DEP	832.93	.00	
TOTAL CHECK	80.00	1,059.20			1,059.20	1,284.81	
.00 VOUCHER							

SUNGARD PENTAMATION, INC.  
 DATE: 10/25/2012  
 TIME: 15:43:29

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 5  
 MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.l\_name='SPRADLEY'

-----EARNINGS-----					-----DEDUCTIONS-----		
CODE TITLE	HOURS	AMOUNT ORGN	PROJECT CLASS		CODE TITLE	AMOUNT	EMPLOYER
CHECK NUMBER - V5016130 CHECK DATE - 10/05/2012 TRANS DATE - 09/30/2012							
EMPLOYEE - 306 STEPHEN L. SPRADLEY							
001 REG PAY	80.00	1,059.20	EMC		*FI FICA	39.19	57.86
					*FM MEDICARE	13.53	13.53
					*FT FEDERAL	47.50	.00
					1015 RETIREMENT	.00	16.95
					1104 HEALTH-PT	90.82	.00
					1701 DENTAL-PT	35.23	.00
					9999 DIR DEP	832.93	.00
TOTAL CHECK	80.00	1,059.20				1,059.20	88.34
.00 VOUCHER							
CHECK NUMBER - V5016229 CHECK DATE - 10/19/2012 TRANS DATE - 10/14/2012							
EMPLOYEE - 306 STEPHEN L. SPRADLEY							
001 REG PAY	80.00	1,090.98	EMC		*FI FICA	40.53	59.83
					*FM MEDICARE	13.99	13.99
					*FT FEDERAL	50.68	.00
					1015 RETIREMENT	.00	17.46
					1100 HEALTH	.00	631.67
					1103 HEALTH	.00	560.90
					1107 HEALTH-PT	90.82	.00
					1402 LIFE INS	.00	3.90
					1705 DENTAL-PT	35.23	.00
					9999 DIR DEP	859.73	.00
TOTAL CHECK	80.00	1,090.98				1,090.98	1,287.75
.00 VOUCHER							
TOTAL VOID	.00	.00				.00	.00
TOTAL MANUAL	.00	.00				.00	.00
TOTAL REGULAR	1520.00	19,626.98				19,148.75	12,634.17
478.23							
TOTAL REPORT	1520.00	19,626.98				19,148.75	12,634.17
478.23							

## Form 1

**THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

**TOTAL AMOUNT TO BE PAID ON THIS                      \$11,447.98**

<b>Total EMPA (State) Amount</b>	
<b>Prior Payments</b>	
<b>This Payment</b>	
<b>Unexpended Funds</b>	

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM

Form 2

DETAIL OF CLAIMS

1. SALARIES AND BENEFITS COSTS

County TAYLOR Costs Incurred During the Period of: 7 / 1 / 12 to 9 / 30 / 12 Claim Number: 1

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
Dustin Hinkel	EM Director	33%	\$4,086.93	\$1,347.19
TOTALS			\$4,086.93	\$1,347.19
Total Salaries and Benefits Charged to this Grant				\$5,434.12

**EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM**

Form 3

**2.-5. DETAIL OF CLAIMS**

**CATEGORY # 3**

(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 TAYLOR Costs Incurred During the Period of: 7 / 1 / 12 to 9 / 30 / 12 Claim Number: 1

Vendor	Briefly Describe Services Provided for EM	Date Received / Date of Services	Date Paid	Check Number	Amount
Hilton Clearwater Beach Resort	Hinkel TRAVEL & PER DIEM	7/18-19/12	7/12/12	44905	\$238.00
Dustin Hinkel	Hinkel TRAVEL & PER DIEM	7/18-20/12	8/6/12	45039	\$86.98
Verizon Wireless	Staff Cell Phone	7/2/2012	7/12/12	44924	\$171.10
Fairpoint	EOC Phone Service	7/1/2012	7/12/12	44901	\$432.45
Lightsquared LP	Satellite Phone Service	7/3/2012	7/12/12	44912	\$64.94
Comcast	EOC Cable Service	7/30/2012	8/6/12	45026	\$4.26
Lightsquared LP	Satellite Phone Service	7/31/2012	8/6/12	45055	\$60.00
Fairpoint	EOC Phone Service	8/2/2012	8/9/12	45094	\$663.67
Verizon Wireless	Staff Cell Phone	8/13/2012	8/21/12	45180	\$285.32
Fairpoint	EOC Phone Service	9/5/2012	9/11/12	45279	\$426.88
Comcast	EOC Cable Service	9/1/2012	9/11/12	45284	\$4.51
Verizon Wireless	Staff Cell Phone	9/11/2012	9/11/12	45291	\$286.59
City of Perry	Water Service EOC	7/5/2012	7/12/12	44908	\$26.90
Progress Energy	Electrical Service EOC	7/2/2012	7/12/12	44915	\$346.65
Progress Energy	Electrical Service EOC	7/24/2012	8/6/12	45071	\$369.76
City of Perry	Water Service EOC	8/6/2012	8/9/12	45099	\$26.90
Progress Energy	Electrical Service EOC	9/7/2012	9/11/12	45288	\$348.45
City of Perry	Water Service EOC	9/7/2012	9/11/12	45283	\$26.44
Live Oak Pest Control	Pest Control EOC	7/2/2012	7/17/12	44965	\$30.00

Live Oak Pest Control	Pest Control EOC	8/8/2012	8/21/12	45146	\$30.00
Live Oak Pest Control	Pest Control EOC	8/31/2012	9/18/12	45335	\$30.00
Dell Marketing	Office Supplies	8/8/2012	8/21/12	45127	\$365.20
Toshiba America	EOC Copier Service	7/24/2012	8/6/12	45081	\$260.05
Vasala, Inc.	Cell Modem Kit	8/6/2012	10/1/12	30129314	\$900.00
Chevron & Texaco	Petroleum Products EM Vehicles	7/20/2012	8/6/12	45022	\$51.17
County Inventory Billing	EOC cleaning supplies	7/20/2012	7/23/12	10720001	\$9.38
County Inventory Billing	Petroleum Products EM Vehicles	8/31/2012	8/31/12	10913001	\$233.00
County Inventory Billing	Petroleum Products EM Vehicles	9/28/2012	9/28/12	10928001	\$80.15
Comcast	EOC Cable Service	9/21/2012	10/10/12	45497	\$3.45
NI Government Services	Satellite Phone Service	9/25/2012	10/10/12	45500	\$96.14
City of Perry	Water Service EOC	10/1/12 (Sept Water)	10/10/12	45496	\$25.52
Live Oak Pest Control	Pest Control EOC	9/30/2012	10/16/12	45533	\$30.00
Total					<b>\$6,013.86</b>



EMPA Allocation = 33%

SUNGARD PENTAMATION, INC.  
DATE: 10/12/2012  
TIME: 09:22:22

TAYLOR COUNTY BOARD OF COMMISSIONERS  
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 16  
MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.empl\_no=261

-----EARNINGS-----				-----DEDUCTIONS-----			
CODE TITLE	HOURS	AMOUNT ORGN	PROJECT CLASS	CODE TITLE	AMOUNT	EMPLOYER	
CHECK NUMBER - V5015513 CHECK DATE - 07/13/2012 TRANS DATE - 07/08/2012							
EMPLOYEE - 261 DUSTIN HINKEL				*FI FICA	74.31	109.69	- 36.20
001 REG PAY 72.00 1,592.31			ACA	*FM MEDICARE	25.65	25.65	- 8.47
003 HOLIDAY 8.00 176.92			ACA	*FT FEDERAL	155.25	.00	
				1008 RETIREMENT	53.08	91.65	- 30.24
				1409 VOL LIFE	6.00	.00	
				2001 UNITED WAY	5.00	.00	
				9999 DIR DEP	1,449.94	.00	
					1,769.23	226.99	
TOTAL CHECK 80.00 1,769.23							
.00 VOUCHER							
CHECK NUMBER - V5015613 CHECK DATE - 07/27/2012 TRANS DATE - 07/22/2012							
EMPLOYEE - 261 DUSTIN HINKEL				*FI FICA	74.31	109.69	- 36.20
001 REG PAY 80.00 1,769.23			ACA	*FM MEDICARE	25.65	25.65	- 8.46
				*FT FEDERAL	155.25	.00	
				1008 RETIREMENT	53.08	91.65	- 30.24
				1103 HEALTH	.00	655.71	- 216.39
				1402 LIFE INS.	.00	3.90	- 1.29
				1409 VOL LIFE	6.00	.00	
				2001 UNITED WAY	5.00	.00	
				9999 DIR DEP	1,449.94	.00	
					1,769.23	886.60	
TOTAL CHECK 80.00 1,769.23							
.00 VOUCHER							
CHECK NUMBER - V5015715 CHECK DATE - 08/10/2012 TRANS DATE - 08/05/2012							
EMPLOYEE - 261 DUSTIN HINKEL				*FI FICA	74.31	109.69	- 36.20
001 REG PAY 80.00 1,769.23			ACA	*FM MEDICARE	25.65	25.65	- 8.46
				*FT FEDERAL	155.25	.00	
				1008 RETIREMENT	53.08	91.65	- 30.24
				1409 VOL LIFE	6.00	.00	
				2001 UNITED WAY	5.00	.00	
				9999 DIR DEP	1,449.94	.00	
					1,769.23	226.99	
TOTAL CHECK 80.00 1,769.23							
.00 VOUCHER							
CHECK NUMBER - V5015817 CHECK DATE - 08/24/2012 TRANS DATE - 08/19/2012							
EMPLOYEE - 261 DUSTIN HINKEL				*FI FICA	74.31	109.69	- 36.20
001 REG PAY 80.00 1,769.23			ACA	*FM MEDICARE	25.65	25.65	- 8.46
				*FT FEDERAL	155.25	.00	
				1008 RETIREMENT	53.08	91.65	- 30.24
				1103 HEALTH	.00	655.71	- 216.39
				1402 LIFE INS.	.00	3.90	- 1.29
				1409 VOL LIFE	6.00	.00	
				2001 UNITED WAY	5.00	.00	
				9999 DIR DEP	1,449.94	.00	
					1,769.23	886.60	
TOTAL CHECK 80.00 1,769.23							
.00 VOUCHER							

EMPA = 583.84

583.85

583.85

583.85

SUNGARD PENTAMATION, INC.  
DATE: 10/12/2012  
TIME: 09:22:22

TAYLOR COUNTY BOARD OF COMMISSIONERS  
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 17  
MODULE NUM: PAYPROS3

SELECTION CRITERIA: employee.empl\_no=261

-----EARNINGS-----				-----DEDUCTIONS-----		
CODE TITLE	HOURS	AMOUNT ORGN	PROJECT CLASS	CODE TITLE	AMOUNT	EMPLOYER
CHECK NUMBER - V5015913 CHECK DATE - 09/07/2012 TRANS DATE - 09/02/2012						
EMPLOYEE - 261 DUSTIN HINKEL						
001 REG PAY	80.00	1,769.23	ACA	*FI FICA	74.31	109.69-36.20
				*FM MEDICARE	25.65	25.65-8.46
				*FT FEDERAL	155.25	.00
				1008 RETIREMENT	53.08	91.65-30.24
				1409 VOL LIFE	6.00	.00
				2001 UNITED WAY	5.00	.00
				9999 DIR DEP	1,449.94	.00
					1,769.23	226.99
TOTAL CHECK	80.00	1,769.23	-583.85			
.00 VOUCHER						
CHECK NUMBER - V5016010 CHECK DATE - 09/21/2012 TRANS DATE - 09/16/2012						
EMPLOYEE - 261 DUSTIN HINKEL						
001 REG PAY	72.00	1,592.31	ACA	*FI FICA	74.31	109.69-36.20
003 HOLIDAY	8.00	176.92	ACA	*FM MEDICARE	25.65	25.65-8.47
				*FT FEDERAL	155.25	.00
				1008 RETIREMENT	53.08	91.65-30.24
				1103 HEALTH	.00	560.90-185.10
				1402 LIFE INS.	.00	3.90-1.29
				1409 VOL LIFE	6.00	.00
				2001 UNITED WAY	5.00	.00
				9999 DIR DEP	1,449.94	.00
					1,769.23	791.79
TOTAL CHECK	80.00	1,769.23	-583.84			
.00 VOUCHER						
CHECK NUMBER - V5016110 CHECK DATE - 10/05/2012 TRANS DATE - 09/30/2012						
EMPLOYEE - 261 DUSTIN HINKEL						
001 REG PAY	80.00	1,769.23	ACA	*FI FICA	74.31	109.69-36.20
				*FM MEDICARE	25.65	25.65-8.46
				*FT FEDERAL	155.25	.00
				1008 RETIREMENT	53.08	91.65-30.24
				1409 VOL LIFE	6.00	.00
				2001 UNITED WAY	5.00	.00
				9999 DIR DEP	1,449.94	.00
					1,769.23	226.99
TOTAL CHECK	80.00	1,769.23	-583.85			
.00 VOUCHER						
TOTAL VOID	.00	.00			.00	.00
TOTAL MANUAL	.00	.00			23.38	.00
23.38						
TOTAL REGULAR	5882.00	109,116.61			106,665.31	37,130.50
2,451.30						
TOTAL REPORT	5882.00	109,116.61			106,641.93	37,130.50
2,474.68						

Workers Compensation 7/1 - 9/30/12 = \$ [REDACTED] 201.13

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE 1<sup>ST</sup> QUARTER REIMBURSEMENT REQUEST FOR THE STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP), AS AGENDAED BY THE EM DIRECTOR

**MEETING DATE REQUESTED:**

**NOVEMBER 5, 2012**

**Statement of Issue:**

**THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE**

**Recommended Action: APPROVE**

**Fiscal Impact: \$0**

**Budgeted Expense: YES**

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

**Contact: 838-3500x7**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: THE EM DEPARTMENT FUNDS ITS PLANNING, TRAINING, AND EXERCISING PROGRAMS FROM THIS GRANT PROGRAM.**

**Options: APPROVE/DENY**

**Attachments: 1<sup>ST</sup> QUARTER REQUEST**

**DIVISION OF EMERGENCY MANAGEMENT  
FINANCIAL HISTORY REPORT/QUARTERLY STATUS REPORT  
FORM 1 AND 2**

GRANTEE: Taylor County BCC  
201 E. Green Street  
Perry, FL 32347

(Select the quarter of submission along with year)

**QUARTERLY REPORTING DUE DATES**

- ☐ JANUARY 1 – MARCH 31 – Due no later than April 30. 2011
- ☐ APRIL 1 – JUNE 30 – Due no later than July 31. 2011
- ☐ JULY 1 – SEPTEMBER 30 – Due no later than October 31. 2011
- ☐ OCTOBER 1 – DECEMBER 31 – Due no later than January 31. 2011

AGREEMENT # 11-DS-9Z-03-72-01-334

**FINANCIAL HISTORY REPORT**

**THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

CUMULATIVE	TOTAL ALLOCATED	QUARTERLY FUNDS EXPENDED	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs	\$34,798.00	\$0.00	\$0.00	\$34,798.00
2. Training Costs	\$0.00	\$0.00	\$0.00	\$0.00
3. Exercise Costs	\$15,000.00	\$0.00	\$0.00	\$15,000.00
4. Manament and Administration Costs - limited to 3% of the total	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$49,798.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$49,798.00</b>

TOTAL REIMBURSEMENTS RECEIVED \$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

**QUARTERLY STATUS REPORT**

**THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED SEMI-ANNUALLY**

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.

Staff released RFQ soliciting state term contractors for planning services. RFQ for exercise to be released in Quarter 2

(Attach additional page(s) if needed.)

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM \_\_\_\_\_

**DIVISION OF EMERGENCY MANAGEMENT  
REIMBURSEMENT REQUEST  
FORM 3**

<b>Grantee</b> Taylor County BCC	<b>Payment Date</b>
<b>Address</b> 201 E. Green Street Perry, FL 32347	<b>Agreement #</b> 11-DS-9Z-03-72-01-334
	<b>Payment #</b>
<b>Phone #</b> 850-838-3500 ext 7	<b>Amount</b> \$49,798

**COSTS INCURRED DURING THE PERIOD OF:** 07/01/12 through 09/30/12

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

1. Planning Expenditures	\$	-
2. Training Expenditures	\$	-
3. Exercise Expenditures	\$	-
Management and Administration Expenditures		
4. (limited to 3% of the total award)	\$	-

<b>TOTAL EXPENDITURES</b>	\$	-
---------------------------	----	---

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

**TO BE COMPLETED BY DEM STAFF**

AGREEMENT AMOUNT	\$0.00
PREVIOUS PAYMENT(S)	\$0.00
THIS PAYMENT	\$0.00
REMAINING BALANCE	\$0.00

<b>TOTAL AMOUNT TO BE PAID ON THIS INVOICE</b>  <u>\$0.00</u>
---

**DATE SUBMITTED TO FDEM** \_\_\_\_\_

<b>TAYLOR COUNTY BOARD OF COMMISSIONERS</b>	
<b><i>County Commission Agenda Item</i></b>	
<b>SUBJECT/TITLE:</b> 	Board to review and execute Agreement For CDBG Administrative Services with Jordan & Associates.
<b>MEETING DATE REQUESTED:</b>	November 5, 2012

**Statement of Issue:** Board to review and execute Agreement For CDBG Administrative Services with Jordan & Associates.

**Recommended Action:** Approve Agreement For CDBG Administrative Services.

**Fiscal Impact:** The administrative service fees will be grant funded.

**Budgeted Expense:** Y/N      Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Jordan & Associates was selected to provide CDBG Administrative Services to the County by a coin toss at the October 1, 2012 Board meeting. Jordan & Associates and Guardian Community Resources Management, Inc. received a tie score by the review committee. Per the advice of DEO and review by the County Attorney it was determined a random process, such as flipping a coin would be the best way to select a firm. All fees will be funded through grants.

Jordan & Associates will be attending the January 2013 Board workshop and will give a presentation on CDBG economic development grant programs per the request of Grants staff.

**Attachments:** Agreement For CDBG Administrative Services

**AGREEMENT FOR CDBG  
ADMINISTRATION SERVICES  
TAYLOR COUNTY, FLORIDA**

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between Taylor County, Florida, hereinafter referred to as the "Client" and Jordan & Associates, 769 Blanding Blvd, Suite 5, Orange Park, Florida, 32065. This Contract shall become effective immediately, with Grant Administration Services subject to the beginning date of the CDBG Grant Agreement between the local government and the Florida Department of Economic Opportunity, hereinafter referred to as "DEO".

**WITNESSETH**

WHEREAS, the Client has been awarded a Community Development Block Grant, hereinafter referred to as the "Project" and the Client being desirous of implementing such a Project; and

WHEREAS, the Client has determined that Jordan & Associates is fully qualified to perform Grant Administrative Services for the Client's Community Development Block Grant (CDBG) Project.

NOW THEREFORE, the Client and Jordan & Associates, in consideration of mutual covenants and promises herein contained and fully intending to be legally bound, hereby do, mutually agree as follows:

**ARTICLE I.     SCOPE OF SERVICES**

Jordan & Associates shall provide the following services for the Grant Administration and Jordan & Associates agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform and complete the necessary Grant Administration Services required to implement and complete the Client's CDBG project in compliance with applicable laws and regulations.

Scope of Services (Jordan & Associates and Client): The scope of services relevant to the CDBG Project is included as Attachment "B" to this agreement.

## ARTICLE II. COMPENSATION AND PAYMENT

A. Compensation: For the services provided as identified in Attachment "B" the Client agrees to pay the administrator as follows:

1. Administrative Services: The Client will pay Jordan & Associates the sum of \$95,625.00. The Client shall pay Jordan & Associates' \$4,500.00 for services performed for the Environmental Review process. This payment shall be made after the release of funds. The client will pay the cost of advertisement. After the Client's release of funds, the remaining compensation will be paid in 20 equal monthly payments of \$4,556.25 or multiple months as invoiced.
2. Early Completion: If the project is satisfactorily completed before the 24-month grant period expires, the balance of the administration fee will be paid to Jordan & Associates by the tenth calendar day of the month, after submission of the preliminary closeout report to DEO.
3. Termination: If this agreement is terminated prior to Jordan & Associates' receipt of the entire lump sum fee specified herein, Jordan & Associates shall be paid upon termination the difference between a) the fee previously collected by Jordan & Associates; and b) 12.75% of the total grant funds spent or obligated for payment during Jordan & Associates' term of service.
4. Miscellaneous Costs: It is agreed by Jordan & Associates and the Client that legal, audit and advertising expenses will be the Client's responsibility.

B. Invoices: Jordan & Associates will submit a monthly invoice or combined multiple months' invoice for Administration Services. The invoice shall be submitted to the Client for the Client's review and approval. Payment will be issued within thirty (30) days of the receipt of the invoice by the Client.



### **ARTICLE III. ACCESS TO RECORDS**

The local government, the Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. It is expressly understood that upon receipt of substantial evidence of Jordan & Associates' refusal to comply with this provision, the Client will have the right to terminate this contract for breach.

### **ARTICLE IV. TERM OF CONTRACT**

The term of contract under this Project shall begin upon the execution of the grant agreement between the Client and DEO and shall be completed upon final completion of Florida Community Development Block Grant Small Cities Program Projects, as approved by the Department of Economic Opportunity.

### **ARTICLE V. TERMINATION**

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated, in whole or in part, in writing, by either party for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in Article V. A. above.
- C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to Jordan & Associates at the time of termination may be adjusted to cover any additional costs to the Client because of the default.

- D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A.3.

If termination for convenience is effected by Jordan & Associates, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A. 3.

For any termination, the equitable adjustment shall provide for payment to Jordan & Associates for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by Jordan & Associates relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- E. Upon receipt of a termination action under paragraphs A. or B. above, Jordan & Associates shall: (1) promptly discontinue all affected work (unless the notice directs otherwise); and (2) deliver or otherwise make available to the Client all data, reports, summaries and other such information, as may have been accumulated by Jordan & Associates in performing this contract, whether completed or in process.
- F. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.
- G. If, after termination for failure of either party to fulfill contractual obligations, it is determined that the other party had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the initiating party. In such event, adjustment of the contract price shall be made as provided in paragraph D. above.

#### **ARTICLE VI. CONTRACT AMENDMENT**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

#### **ARTICLE VII. PROHIBITION AGAINST CONTINGENT FEES**

Jordan & Associates warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Jordan & Associates to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporations, individual or firm, other than a bona fide employee working solely for Jordan & Associates any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

#### **ARTICLE VIII. CONTACT PERSONS**

- A. The Client's contact person for this contract is Melody Cox, Director of Grants & Social Services.
- B. The representative of Jordan & Associates responsible for the administration of this contract is Ronald M. Vanzant, President.
- C. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered, in writing, to the party and said notification attached to the original of this contract.

#### **ARTICLE IX. REMEDIES**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the client and Jordan & Associates, arising out of or relating to this contract, or the breach of it, will be decided by mediation if the parties mutually agree. Should mediation fail, the venue for any litigation related to this Agreement shall lie only in Taylor County, Florida.

The validity, interpretation, and enforcement of this Agreement are controlled by the laws of Florida.

#### **ARTICLE X. RETENTION OF RECORDS**

Jordan & Associates shall retain all records relating to this contract for six (6) years after the Client is administratively closed and any other pending matters are resolved.

#### **ARTICLE XI. ENVIRONMENTAL COMPLIANCE**

If this contract exceeds \$100,000, Jordan & Associates shall comply with all applicable standards, orders or requirements issued under Section 306 of the clean air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U. S. Environmental Protection Agency regulations (40 C.F.R. Part 15). Jordan & Associates shall include this clause in any subcontracts over \$100,000.

#### **ARTICLE XII. ENERGY EFFICIENCY**

Jordan & Associates shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### **ARTICLE XIII. COVENANT FOR SERVICES**

The Client does hereby contract with Jordan & Associates to perform the services described herein and Jordan & Associates does hereby agree to perform such services under the terms and conditions set forth in this contract.

#### **ARTICLE XIV. ATTORNEY'S FEES**

Should it become necessary for either party to enforce its rights under this agreement, the prevailing party shall be entitled to recover attorney's fees and costs associated herewith.

#### **ARTICLE XV. FEDERAL STATUTORY REQUIREMENTS**

When applicable, Jordan & Associates and the Client shall comply with the provisions contained in Attachment "A" and incorporated herein.

**ARTICLE XVI. LIMITATION OF LIABILITY**

Jordan and Associates shall hold the Client, its Charter Officers, elected officials, employees, agents and citizens harmless from any and all liability arising out of or relating to any negligent act or omission of Jordan & Associates or Jordan & Associates' employees or agents in rendering the services required by this agreement and shall protect, defend and indemnify the Client, its Charter Officers, elected officials, employees, agents and citizens harmless against such liability and the legal fees and costs incurred by the Client in connection therewith.

**ARTICLE XVII TERMS AND CONDITIONS**

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

**ARTICLE XVIII EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly qualified representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Taylor County, FL**

**JORDAN & ASSOCIATES**

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**Patricia Patterson, BOCC Chairperson**

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**Ronald M. Vanzant, President**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF OCTOBER, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

**MEETING DATE REQUESTED:**

NOVEMBER 5, 2012

**Statement of Issue:** Doctors' Memorial Hospital has requested payment for EMS service provided to the County for the month of OCTOBER.

**Recommended Action:** Approve payment of invoice

**Fiscal Impact:** \$25,000.00

**Budgeted Expense:** Yes

**Submitted By:** Doctors' Memorial Hospital

**Contact:** General Accounting (850) 584-0800

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** Invoice #0129



INVOICE

Board of County Commissioners  
Attn: Jack Brown  
201 East Green Street  
Perry, FL 32347

Invoice Number: 0129  
Invoice Date: October 15, 2012

Invoice for Emergency Medical Services for Taylor County for October 2012.

Please remit \$25,000.00

Please send payment to:

Doctors' Memorial Hospital, Inc.  
P.O. Box 1847  
Perry, FL 32348  
Attention: General Accounting

Thank You!

**APPROVED FOR PAYMENT**

**\$** 25,000

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

**DATE:** 11/5/12

**ACCT#:** 0240-53401

**ACCT NAME:** EMS

12

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to hold a public hearing to consider adoption of a resolution to abandon a portion of Pine Isle Drive at Keaton Beach, as requested by the Foley Timber & Land Company.

**MEETING DATE REQUESTED:**

November 5, 2012

**Statement of Issue:** Board to consider a right-of-way abandonment application submitted by Foley Timber & Land Company to close a portion of Pine Isle Drive at Keaton Beach.

**Recommendation:** Hold public hearing

**Fiscal Impact:** N/A

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

**Submitted By:** Danny Griner

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Planning Department received a right-of-way abandonment application from the Foley Timber & Land Company on September 26, 2012. The applicant is requesting the Board consider closing a portion Pine Isle Drive at Keaton Beach, near the marina. A right-of-way abandonment request requires a noticed public hearing before the County Commission.

Legal notice of the public hearing was run in the local paper on Friday, October 19, 2012 and individual notice was sent to all property owners within 500-feet of the request site.

Planning Department staff respectfully requests that the Board hold the public hearing.

**Options:**

1. Approve the abandonment request.
2. Deny the abandonment request.

**Attachments:**

1. Copy of the application.
2. Location map.
3. Copy of adoption resolution.
4. Copy of legal notice.



## RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
TAYLOR COUNTY, FLORIDA:

1. That, pursuant to the Notice of Proceedings for Closing of a Street duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 6:10 o'clock p.m. on the 5th day of November, A.D. 2012, to consider and determine whether or not the County would vacate, abandon, discontinue, and close that certain road in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing that certain road herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain road herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in that certain road in Taylor County, Florida, more particularly described as:

COMMENCING AT THE SW LOT 2 BLK C. THENCE RUN N 0° 00' 30" E, ALONG THE EAST R/W LINE OF KEATON BEACH ROAD, A DISTANCE OF 61.56 FEET TO THE POINT OF BEGINNING: THENCE FROM SAID POB RUN N 3° 33' 02" E, A DISTANCE OF 191.36 FEET: THENCE S 7° 16' 19" E, A DISTANCE OF 50.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 82° 43' 11": CHORD BEARING AND DISTANCE OF S 48° 37' 55" E, 99.12 FEET: THENCE SOUTHEAST ALONG SAID CURVE, AN ARC DISTANCE OF 108.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE S 89° 59' 30" E, A DISTANCE OF 77.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 60.37 FEET AND A CENTRAL ANGLE OF 45° 00' 00": CHORD BEARING AND DISTANCE OF N 67° 30' 30" E, 46.21 FEET: THENCE EAST ALONG SAID CURVE AN ARC DISTANCE OF 47.41 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 110.37 FEET, A CENTRAL

ANGLE OF 45° 00' 00", AND A CHORD OF 84.47 FEET BEARING N 67° 30' 30" E: THENCE EAST ALONG SAID CURVE, AN ARC DISTANCE OF 86.68 FEET TO THE WEST R/W LINE OF A 100 FOOT CANAL R/W: THENCE S 0° 00' 30" W, ALONG SAID CANAL R/W, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 60.37 FEET, A CENTRAL ANGLE OF 45° 00' 00", AND A CHORD OF 46.21 FEET BEARING S 67° 30' 30" W: THENCE WEST ALONG SAID CURVE, AN ARC DISTANCE OF 47.41 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 110.37 FEET, A CENTRAL ANGLE OF 45° 00' 00", AND A CHORD OF 84.47 FEET BEARING S 67° 30' 30" W: THENCE WEST ALONG SAID CURVE, AN ARC DISTANCE OF 86.68 FEET: THENCE N 89° 59' 30" W, A DISTANCE OF 145.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00": CHORD BEARING AND DISTANCE OF S 45° 00' 30" W, 35.36 FEET: THENCE SOUTHWEST ALONG SAID CURVE, AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 00.40 ACRE.

3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution, has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 5th day of November, A.D., 2012.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

(Seal)

By: \_\_\_\_\_  
Patricia Patterson, Chairperson

ATTEST:

\_\_\_\_\_  
Annie Mae Murphy, Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney

# Taylor County Growth Management Division

## Legend

- State/ US Highway
- Major Road
- Minor Road
- Graded Road



1 Inch = 100 feet  
Printed On: Sep 26, 2012



MAP PREPARED BY THE TAYLOR COUNTY GROWTH MANAGEMENT DIVISION  
This map was prepared from the best information available to the Division.  
County Board of Commissioners and the Division are not responsible for any errors or omissions.

# Foley Timber and Land Company

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

September 25, 2012

Mr. Jack Brown  
County Administrator  
Taylor County Board of County Commissioners  
201 E. Green St.  
Perry, Florida 32347

RE: Foley Timber and Land Company Petition for Taylor County to Abandon Right of Way for Pine Island Drive, dated September 25, 2012

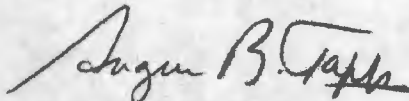
Dear Mr. Brown:

The purpose of this letter is to provide a statement detailing relevant reasons the Taylor County Board of County Commissioners should support the request to abandon the Right of Way (ROW) in the referenced Petition.

Foley Timber and Land Company is the owner of all adjoining private property to the ROW. The ROW does not benefit the public and abandonment is not a burden upon the County. Taylor County removed the Pine Island Drive bridge which formerly traversed the Keaton Beach canal and subsequently abandoned that portion of ROW abutting the canal lying opposite the Keaton Beach Marina, deeding it to the adjoining land owners. By the County abandoning the ROW subject to this Petition, and deeding it to its adjoining land owner, the land will become taxable and Foley will begin to pay ad-valorem taxes on the property. Further, the County will remove its liability on the roadway and avoid costs of maintaining the ROW in the future. It will also help to ensure the long term viability of the Keaton Beach Marina and its service to the citizens and visitors of Taylor County as an access point to the Gulf of Mexico.

Please contact me with any questions you may have.

Sincerely,



Angus B. Taff, III  
Sr. Vice President - Planning

MALCOLM PAGE  
District 1

MARK WIGGINS  
District 2

LONNIE HOUCK  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00      DATE: 9/25/12      RECEIPT #: \_\_\_\_\_

ROAD NAME: Pine Island Drive

PHYSICAL LOCATION: Keaton Beach Marina

APPLICANT: Foley Timber and Land Company, Limited Partnership

ADDRESS: 1700 Foley Lane, Perry, Florida 32347

PHONE #: (850) 838-2200

#### ADJOINING PROPERTY OWNER(S)

NAME: Foley Timber and Land Company, Limited Partnership      SIGNATURE: *Angela B. Foley*

ADDRESS: 1700 Foley Lane, Perry Florida 32347      PHONE: (850) 838-2200

NAME: \_\_\_\_\_      SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_      PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_      SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_      PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_      SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_      PHONE: \_\_\_\_\_

#### PETITION TYPE

Plat: \_\_\_\_\_      Portion of plat: \_\_\_\_\_      Right-of-way: X      Public easement: \_\_\_\_\_

Public interest in private right-of-way: \_\_\_\_\_



ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

### STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE:

Angus B. Taff

### NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY:

Angus B. Taff, III, Sr. Vice President - Planning

Print Name

SIGNATURE:

Angus B. Taff

### DEED INFORMATION

**Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.**

APPLICANT:	<u>Foley Timber and Land Company, Limited Partnership</u> <u>1700 Foley Lane</u> <u>Perry, Florida 32347</u>	Relationship  <u>owner</u>
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ADJOINING PROPERTY OWNER:	<u>Foley Timber and Land Company, Limited Partnership</u> 1700 Foley Lane Perry, Florida 32347	Relationship  <u>owner</u>
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ADJOINING PROPERTY OWNER:	Relationship

ADJOINING PROPERTY OWNER:	_____	Relationship
	_____	_____

## **ROAD CLOSING PROCESS**

1. SUBMIT COMPLETED APPLICATION WITH ALL ATTACHMENTS AND \$250.00 APPLICATION FEE (NON-REFUNDABLE).
2. APPLICATION REVIEWED BY PLANNING STAFF.
3. IF FOUND INCOMPLETE, APPLICATION WILL BE RETURNED TO APPLICANT FOR REVISION.
4. ONCE FOUND COMPLETE, ITEM PLACED ON NEXT AVAILABLE COUNTY COMMISSION MEETING FOR APPROVAL TO HOLD PUBLIC HEARING.
5. PUBLIC NOTICE RAN IN LOCAL NEWSPAPER 10-DAYS PRIOR TO PUBLIC HEARING. (advertising cost must be paid by applicant)
6. PUBLIC HEARING HELD BEFORE COUNTY COMMISSION.
7. RESOLUTION ADVERTISED IN LOCAL NEWSPAPER (advertising cost must be paid by applicant).
8. RECORDING OF DEEDS AT THE COUNTY CLERK'S OFFICE.



## LEGALS



### NOTICE OF PROCEDURES FOR THE CLOSING OF STREETS, THOROUGHFARES AND ALLEYS TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the

adjacent landowners to hereinafter described property, will at 6:10 p.m. on the 5th day of November, 2012, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows: DESCRIPTION:

A part of Pine Isle Drive as shown on the plat of Keaton Beach Subdivision, being more particularly described as follows: COMMENCING AT THE SW LOT 2 BLK C, THENCE RUN N 0° 00' 30" E, ALONG THE EAST R/W LINE OF KEATON BEACH ROAD, A DISTANCE OF 61.56 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POB RUN N 3° 33' 02" E, A DISTANCE OF 191.36 FEET, THENCE S 7° 16' 19" E, A DISTANCE OF 50.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 82° 43' 11", CHORD BEARING AND DISTANCE OF S 48° 37' 55" E, 99.12 FEET, THENCE SOUTHEAST ALONG SAID CURVE, AN ARC DISTANCE OF 108.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 89° 59' 30" E, A DISTANCE OF 77.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 60.37 FEET AND A CENTRAL ANGLE OF 45° 00' 00", CHORD BEARING AND DISTANCE OF N 67° 30' 30" E, 46.21 FEET, THENCE EAST ALONG SAID CURVE, AN ARC DISTANCE OF 47.41 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 110.37 FEET, A CENTRAL ANGLE OF 45° 00' 00", AND A CHORD OF 84.47 FEET BEARING N 67° 30' 30" E; THENCE EAST ALONG SAID CURVE, AN ARC DISTANCE OF 86.68 FEET TO THE WEST R/W LINE OF A 100 FOOT CANAL R/W; THENCE S 0° 00' 30" W, ALONG SAID CANAL R/W, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 60.37 FEET,

## LEGALS



A CENTRAL ANGLE OF 45° 00' 00", AND A CHORD OF 46.21 FEET BEARING S 67° 30' 30" W; THENCE WEST ALONG SAID CURVE, AN ARC DISTANCE OF 47.41 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 110.37 FEET, A CENTRAL ANGLE OF 45° 00' 00", AND A CHORD OF 84.47 FEET, BEARING S 67° 30' 30" W; THENCE WEST ALONG SAID CURVE, AN ARC DISTANCE OF 86.68 FEET, THENCE N 89° 59' 30" W, A DISTANCE OF 145.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING AND DISTANCE OF S 45° 00' 30" W, 35.36 FEET, THENCE SOUTHWEST ALONG SAID CURVE, AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 00.40 ACRE.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing 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.

This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

**MR. BOB ROOT TO ADDRESS THE BOARD TO CONCLUDE IS  
INQUIRY INTO COUNTY MEMBERSHIP IN NACo AND FAC.**



**MEETING DATE REQUESTED:**

**NOVEMBER 5, 2012**

**Statement of Issue: MR. ROOT TO APPEAR TO ADDRESS THE BOARD**

**Recommended Action: DISCUSSION**

**Fiscal Impact: N/A**

**Budgeted Expense: N/A**

**Submitted By: DUSTIN HINKEL**

**Contact: 838-3500x7**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments: MR. ROOT'S EMAIL REQUEST**

## Dustin Hinkel

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**From:** Jack Brown  
**Sent:** Wednesday, October 24, 2012 4:17 PM  
**To:** Bob Root  
**Cc:** Dustin Hinkel  
**Subject:** RE: County Commission Board Meeting

Mr. Root,

Will do - I'll pass along your request to Mr. Hinkle for the agenda. Regards, Jack Brown

Jack R. Brown  
County Administrator  
Taylor County  
Email: [Jack.Brown@taylorcountygov.com](mailto: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.

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**From:** Bob Root [<mailto:taylorparty@hotmail.com>]  
**Sent:** Wednesday, October 24, 2012 4:04 PM  
**To:** Jack Brown  
**Subject:** County Commission Board Meeting

Mr. Brown,

Please schedule me to speak at the regular board meeting on November 5, 2012 for 15 minutes to conclude my inquiry into county membership in NACo and FAC.

Thanks,

Bob Root

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

MR. JORDAN GREEN AND MR. BILL HENDERSON FROM THE  
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO  
PRESENT THE DEPARTMENT'S TENTATIVE 5-YEAR WORK  
PROGRAM.



**MEETING DATE REQUESTED:**

NOVEMBER 5, 2012

**Statement of Issue:** THE BOARD TO HEAR A PRESENTATION

**Recommended Action:** DISCUSSION

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** AMY TUCKER-BAULDREE

**Contact:** 386-758-3725

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** REQUEST

7  
**Dustin Hinkel**

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**From:** Tucker-Bauldree, Amy <Amy.Tucker-Bauldree@dot.state.fl.us>  
**Sent:** Thursday, October 25, 2012 4:50 PM  
**To:** Dustin Hinkel  
**Subject:** Taylor County Commission Meeting on November 5th @ 6:00 pm  
  
**Importance:** High

*Good Afternoon!*

*Mr. Jordan Green and Mr. Bill Henderson are requesting **Taylor County** to include them on the agenda for an upcoming meeting on **November 5th at 6:00 pm**.*

*Please let me know if this is the correct date and time.*

*The purpose of the visit is to present the Florida Department of Transportation's **TENTATIVE 5-Year Work Program**, including new projects proposed to be added to the Work Program.*

*We encourage participation and will send the **TENTATIVE 5-Year Work Program** to you ahead of time for your review.*

*Thank you for your cooperation and consideration and we look forward to your input.*

*Amy Tucker-Bauldree*

Department of Transportation - District 2  
Administrative Assistant  
1109 South Marion Avenue  
MS 2007  
Lake City, Florida 32025-5874  
386-758-3725  
[Amy.Tucker-Bauldree@dot.state.fl.us](mailto:Amy.Tucker-Bauldree@dot.state.fl.us)



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



4<sup>th</sup> Quarter Amendments to Core Contract between Taylor County Health Department & the BOCC

**Meeting Date:**

11/5/12

**Statement of Issue:** Request to approve 4<sup>th</sup> quarter amendments to the Core Contract between the Taylor CHD and BOCC. Variance reports are provided FYI for 4<sup>th</sup> quarter, as required in annual Core Contract.

**Recommendation:** CONSENT AGENDA

**Fiscal Impact:** \$ 0 **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

**Submitted By:** Dawn Gunter for Stephen Tullos

**Contact:** Dawn Gunter 584-5087 ext. 131 or Stephen Tullos ext. 142

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Core Contract requires quarterly updates to be provided to the BOCC for approval. The contract also requires Variance Reports to be provided as an FYI to the BOCC on a quarterly basis.

**Options:** 1. \_\_\_\_\_

2. \_\_\_\_\_

**Attachments:** 1. 4<sup>th</sup> Quarter Variance Report

2. 4<sup>th</sup> Quarter Amendments for Core Contract 2011-2012

\_\_\_\_\_

Rick Scott  
Governor



John H. Armstrong, MD, FACS  
Surgeon General & Secretary

October 15, 2012

The Honorable Pat Patterson, Chairman  
Taylor County Board of County Commissioners  
Post Office Box 620  
Perry, FL 32348

Dear Commissioner Patterson:

Enclosed are reports of activities and expenditures of the Taylor County Health Department for the third quarter of the State/County contract year October 1, 2011 to September 30, 2012. Chapter 154, Florida Statutes, and the State/County contract require that these reports be submitted to the board on a quarterly basis. The following sub-reports produced by the Health Management System (HMS) are enclosed.

- 1) DE385L1—"Contract Management Variance Report", which reports the variance in actual expenditures for the reporting period and compared to the planned expenditure levels. An explanation and action plan for program variances greater than or less than 25 percent and whose total dollar difference is greater than 3 percent of the total expenditures for the level of service that the program falls under, is attached to this report.
- 2) DE580L1—"Analysis of Fund Equities", which reports revenue for the reporting period by source and the balance in the County Health Department (CHD) Trust Fund.

A summary of the two reports is as follows:

Program Area	Number of Clients Served	Number of Services Provided	Actual Expenditure	Planned Expenditure	Percent of Variance
<i>Communicable Disease</i>	2,528	4,856	\$94,572	\$112,028	-15.58%
<i>Primary Care</i>	4,602	106,407	\$2,028,708	\$2,138,446	-5.13%
<i>Environmental Health</i>	213	456	\$130,359	\$131,713	-1.03%
<b>CHD Total</b>	<b>7,343</b>	<b>111,719</b>	<b>\$2,253,639</b>	<b>\$2,382,187</b>	<b>-5.40%</b>

Should you have any questions regarding this reporting period, please feel free to call me at 584-5087, extension 142.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Tullos".

Stephen Tullos, Administrator  
Taylor County Health Department

Enclosures  
cc: Beth Benton

Florida Department of Health County Health Department

Contract Management System

Variance Report

Taylor CHD for Report Period 10/2011 to 9/2012

Run date: 10/15/2012

Program Component / Title	F T E S			Clients or Units			Visits or Services			Expenditures		
	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance
1 Immunization	1.04	1.02	1.96	500	1,098	-54.46	1,111	1,425	-22.04	\$48,230	\$47,005	2.61
2 Sexually Trans. Dis.	0.28	0.24	16.67	208	141	47.52	750	438	71.23	\$15,539	\$15,396	0.93
3 AIDS	0.00	0.14	-100.00	0	63	-100.00	0	108	-100.00	\$12,940	\$14,828	-12.73
4 Tuberculosis	0.14	0.08	75.00	82	72	13.89	219	372	-41.13	\$5,396	\$4,240	27.26
6 Comm. Dis. Surv.	0.15	0.11	36.36	0	0		0	0		\$6,285	\$7,544	-16.68
9 Hepatitis	0.00	0.00		3	0		4	9	-55.56	\$0	\$0	
16 Preparedness and Response	0.05	0.37	-86.49	0	0		0	0		\$1,511	\$13,422	-88.74
80 Vital Records	0.10	0.10	0.00	1,735	1,746	-0.63	2,772	2,571	7.82	\$4,671	\$9,593	-51.31
<b>Communicable Disease Total</b>	<b>1.76</b>	<b>2.06</b>	<b>-14.08</b>	<b>2,023</b>	<b>3,120</b>	<b>-16.97</b>	<b>4,852</b>	<b>4,923</b>	<b>-1.36</b>	<b>\$34,072</b>	<b>\$112,028</b>	<b>-16.88</b>
10 Chronic Disease Prevention Pro	0.41	1.48	-72.30	2	339	-99.41	1	36	-97.22	\$31,943	\$30,380	5.15
12 Tobacco Use Intervention	2.52	2.38	5.88	0	0		28	72	-61.11	\$141,081	\$148,674	-5.11
21 WIC	0.00	0.00		1,097	0		1,097	0		(\$103)	(\$83)	23.82
23 Family Planning	4.04	4.82	-16.18	701	783	-10.47	2,840	1,794	58.31	\$210,684	\$224,407	-6.12
25 Improved Pregnancy Outcome	1.48	1.41	4.96	107	96	11.46	1,868	999	86.99	\$92,444	\$95,991	-3.69
27 Healthy Start Prenatal	2.04	3.03	-32.67	166	126	31.75	3,863	1,851	108.70	\$131,700	\$140,408	-6.20
29 Comprehensive Child Health	0.78	0.49	59.18	197	138	42.75	666	381	74.80	\$32,236	\$38,646	-16.59
31 Healthy Start Child	1.66	1.21	37.19	181	54	235.19	2,917	1,032	182.66	\$63,212	\$59,607	6.05
34 School Health	9.27	9.77	-5.12	0	0		80,938	93,876	-13.78	\$478,561	\$496,690	-3.65
37 Comprehensive Adult Health	6.75	8.21	-17.78	908	891	1.91	4,625	2,439	89.63	\$411,869	\$455,685	-9.62
38 Community Health Development	0.41	0.29	41.38	0	0		0	0		\$13,344	\$11,423	16.82
40 Dental Health	5.07	4.95	2.42	1,243	1,371	-9.34	7,564	3,255	132.38	\$421,736	\$436,618	-3.41
<b>Primary Care Total</b>	<b>24.96</b>	<b>26.36</b>	<b>-5.73</b>	<b>4,062</b>	<b>3,706</b>	<b>21.11</b>	<b>100,407</b>	<b>100,136</b>	<b>0.24</b>	<b>\$2,020,706</b>	<b>\$2,130,446</b>	<b>-8.13</b>
Water & Onsite Sewage	2.32	2.06	12.62	146	174	-16.09	309	399	-22.56	\$123,097	\$121,694	1.15
Facility Programs	0.26	0.23	13.04	60	51	17.65	128	132	-3.03	\$6,288	\$9,040	-30.45
Groundwater Contamination Program	0.00	0.00		0	0		0	0		\$0	\$0	
Community Hygiene	0.06	0.03	100.00	7	3	133.33	19	24	-20.83	\$974	\$979	-0.55
<b>Environmental Health Total</b>	<b>2.64</b>	<b>2.32</b>	<b>13.79</b>	<b>213</b>	<b>228</b>	<b>-6.58</b>	<b>456</b>	<b>555</b>	<b>-17.84</b>	<b>\$130,359</b>	<b>\$131,713</b>	<b>-1.03</b>
<b>Grand Total</b>	<b>38.83</b>	<b>42.42</b>	<b>-8.46</b>	<b>7,343</b>	<b>7,148</b>	<b>2.76</b>	<b>111,719</b>	<b>111,213</b>	<b>0.45</b>	<b>\$2,253,639</b>	<b>\$2,382,187</b>	<b>-5.40</b>



**Florida Department of Health County Health Department**

**Contract Management System**

**Analysis of Fund Equities**

**Taylor County for Report Period 7/2012 to 9/2012**

Run date: 10/05/2012

		State	County	Total
Fund Balance 07/12		\$0.01	(\$247,605.76)	(\$247,605.76)
Revenue Contract - YTD				
<b>Communicable Disease</b>				
001029	3rd Party Reimbursements	\$0.00	(\$1,538.58)	(\$1,538.58)
001077	Clinic Fee - County	\$0.00	(\$1,343.84)	(\$1,343.84)
001078	MEDICAID ADMINISTRATION OF VACCINE	\$0.00	(\$400.00)	(\$400.00)
001087	MEDICAID STD	\$0.00	(\$1,987.60)	(\$1,987.60)
001114	Vital Statistics - Birth Certificate	\$0.00	(\$3,497.50)	(\$3,497.50)
001115	Vital Statistics - Death Certificate	\$0.00	(\$3,160.00)	(\$3,160.00)
004010	Cash Overage Shortage	\$0.00	(\$1.82)	(\$1.82)
005041	Interest Earned - State Investment Account	\$0.00	(\$229.85)	(\$229.85)
007000	Federal Grants	(\$1,561.95)	\$0.00	(\$1,561.95)
015040	CATEGORICAL GENERAL REVENUE	(\$1,386.00)	\$0.00	(\$1,386.00)
015050	NON CATEGORICAL GENERAL REVENUE	(\$1,935.17)	\$0.00	(\$1,935.17)
015060	Non-Categorical Tobacco Rebasing	(\$20.38)	\$0.00	(\$20.38)
018000	Refunds	(\$8.69)	(\$64.20)	(\$72.89)
038000	Twelve Mth Warrant Cancellation	(\$0.01)	(\$0.05)	(\$0.05)
<b>Communicable Disease Subtotal</b>		(\$4,912.19)	(\$12,223.44)	(\$17,135.63)
<b>Primary Care</b>				
001029	3rd Party Reimbursements	\$0.00	(\$8,809.01)	(\$8,809.01)
001077	Clinic Fee - County	\$0.00	(\$6,464.93)	(\$6,464.93)
001082	MEDICAID DENTAL	\$0.00	(\$84,060.00)	(\$84,060.00)
001083	Medicaid-Family Planning	\$0.00	(\$24,723.56)	(\$24,723.56)
001090	Medicare - Part B	\$0.00	(\$3,130.86)	(\$3,130.86)
001191	MEDICAID MATERNITY	\$0.00	(\$21,184.02)	(\$21,184.02)
001192	MEDICAID COMPREHENSIVE CHILD	\$0.00	(\$4,221.29)	(\$4,221.29)
001193	MEDICAID COMPREHENSIVE ADULT	\$0.00	(\$10,851.47)	(\$10,851.47)
001208	Medipass Case Management Fee	\$0.00	(\$430.00)	(\$430.00)
004010	Cash Overage Shortage	\$0.00	(\$6.12)	(\$6.12)
005041	Interest Earned - State Investment Account	\$0.00	(\$772.47)	(\$772.47)
007000	Federal Grants	(\$50,583.46)	\$0.00	(\$50,583.46)
008050	School Board Contribution	\$0.00	(\$6,944.61)	(\$6,944.61)
011001	Healthy Start Coalition	\$0.00	(\$41,506.83)	(\$41,506.83)
015010	Transfers Within Agency	(\$29,446.83)	\$0.00	(\$29,446.83)
015040	CATEGORICAL GENERAL REVENUE	(\$50,349.00)	\$0.00	(\$50,349.00)
015050	NON CATEGORICAL GENERAL REVENUE	(\$80,111.88)	\$0.00	(\$80,111.88)
015060	Non-Categorical Tobacco Rebasing	(\$843.66)	\$0.00	(\$843.66)
015075	Transfer of Federal Grant from Another Agency	(\$18,249.21)	\$0.00	(\$18,249.21)
018000	Refunds	(\$359.65)	(\$215.75)	(\$575.40)
038000	Twelve Mth Warrant Cancellation	(\$149.47)	(\$0.94)	(\$150.42)
<b>Primary Care Subtotal</b>		(\$230,093.17)	(\$213,321.86)	(\$443,415.02)
<b>Environmental Health</b>				
001020	Environmental Health Permits	(\$5,062.70)	\$0.00	(\$5,062.70)
001029	3rd Party Reimbursements	\$0.00	(\$552.00)	(\$552.00)
001092	Environmental Health Fee - State	(\$10,989.40)	\$0.00	(\$10,989.40)
001094	Environmental Health Fee - County	\$0.00	(\$750.00)	(\$750.00)
004010	Cash Overage Shortage	\$0.00	(\$2.06)	(\$2.06)
005041	Interest Earned - State Investment Account	\$0.00	(\$260.11)	(\$260.11)

**Florida Department of Health County Health Department**

**Contract Management System**

**Analysis of Fund Equities**

**Taylor County for Report Period 7/2012 to 9/2012**

Run date: 10/05/2012

	State	County	Total
<b>Environmental Health</b>			
015010 Transfers Within Agency	(\$417.00)	\$0.00	(\$417.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$5,978.95)	\$0.00	(\$5,978.95)
015060 Non-Categorical Tobacco Rebasing	(\$62.96)	\$0.00	(\$62.96)
018000 Refunds	(\$26.84)	(\$72.65)	(\$99.49)
038000 Twelve Mth Warrant Cancellation	(\$0.02)	(\$0.05)	(\$0.07)
<b>Environmental Health Subtotal</b>	<b>(\$22,537.87)</b>	<b>(\$1,636.87)</b>	<b>(\$24,174.74)</b>
<b>Projects</b>			
<b>Projects Subtotal</b>	<b>(\$1,638.90)</b>	<b>\$0.00</b>	<b>(\$1,638.90)</b>
<b>Total Revenue</b>	<b>(\$259,182.13)</b>	<b>(\$227,182.17)</b>	<b>(\$486,364.30)</b>
<b>Expenditures Contract - YTD</b>			
Communicable Disease	\$5,161.73	\$18,788.66	\$23,950.38
Primary Care	\$233,152.03	\$237,444.63	\$470,596.67
Environmental Health	\$19,159.33	\$14,700.23	\$33,859.56
Projects	\$29,877.45	\$0.00	\$29,877.45
<b>Total Expenditures</b>	<b>\$287,350.54</b>	<b>\$270,933.52</b>	<b>\$558,284.06</b>
<b>Change in Fund Balance</b>	<b>\$28,168</b>	<b>\$43,751</b>	<b>\$71,920</b>
<b>Ending Equity Balance</b>	<b>\$28,168</b>	<b>(\$203,854)</b>	<b>(\$175,686)</b>

October 15, 2012

The Honorable Pat Patterson, Chairman  
Taylor County Board of County Commissioners  
Post Office Box 620  
Perry, FL 32348

RE: FY 2011-2012 Contract between the Taylor County Board of County Commissioners and the Department of Health for operation of the Taylor County Health Department

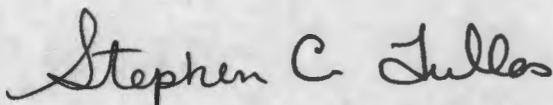
Dear Commissioner Patterson:

As specified in paragraph 4, section d., of the above referenced contract, either party may increase or decrease funds to the contract upon written notification to the other party. Accordingly, please find enclosed the following:

- Revised Attachment II, Part I
- Revised Attachment II, Part II with revised revenue planning
- Revised Attachment II, Part III with revised expenditure planning
- Core Contract Amendment review outlining revenue and expenditure revisions

If you have any questions, please feel free to contact me at (850) 584-5087, extension 142.

Sincerely,



Stephen C. Tullos, Administrator  
Taylor County Health Department

Enclosures

cc: Beth Benton, Bureau of Budget Management

**ATTACHMENT II**

**TAYLOR COUNTY HEALTH DEPARTMENT**

**PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES**

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/11	\$ 100,496	\$ 79,973	\$ 180,469
2. Drawdown for Contract Year October 1, 2011 to September 30, 2012	\$ (480,790)	\$ 480,790	\$ -
3. Special Capital Project use for Contract Year October 1, 2011 to September 30, 2012	\$ -	\$ -	\$ -
4. Balance Reserved for Contingency Fund October 1, 2011 to September 30, 2012	\$ (380,294)	\$ 560,763	\$ 180,469

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.



# ATTACHMENT II.

## TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>1. GENERAL REVENUE - STATE</b>						
015040	AIDS PREVENTION	0	0	0	0	0
015040	AIDS SURVEILLANCE	0	0	0	0	0
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	ALG/PRIMARY CARE	112,960	0	112,960	0	112,960
015040	ALPHA ONE PROGRAM - MIAMI-DADE	0	0	0	0	0
015040	CHILD HEALTH MEDICAL SERVICES	0	0	0	0	0
015040	CLOSING THE GAP PROGRAM	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COMMUNITY TB PROGRAM	5,104	0	5,104	0	5,104
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DENTAL SPECIAL INITIATIVES	6,542	0	6,542	0	6,542
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0	0
015040	FAMILY PLANNING GENERAL REVENUE	26,953	0	26,953	0	26,953
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0	0
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040	LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	SCHOOL HEALTH GENERAL REVENUE	57,533	0	57,533	0	57,533
015040	SPECIAL NEEDS SHELTER PROGRAM	0	0	0	0	0
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	0	0	0	0	0
015050	NON-CATEGORICAL GENERAL REVENUE	370,440	0	370,440	0	370,440
<b>GENERAL REVENUE TOTAL</b>		<b>579,532</b>	<b>0</b>	<b>579,532</b>	<b>0</b>	<b>579,532</b>

## 2. NON GENERAL REVENUE - STATE

015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	1,406	0	1,406	0	1,406
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	0	0	0	0	0
015010	ALG/PRIMARY CARE	0	0	0	0	0
015010	CHD PROGRAM SUPPORT	0	0	0	0	0
015010	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	SCHOOL HEALTH TOBACCO TF	17,573	0	17,573	0	17,573
015010	TOBACCO ADMINISTRATION & MANAGEMENT	0	0	0	0	0
015010	TOBACCO ADMINISTRATIVE SUPPORT	30,000	0	30,000	0	30,000
015010	TOBACCO COMMUNITY INTERVENTION	98,000	0	98,000	0	98,000
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0

## ATTACHMENT II.

**TAYLOR COUNTY HEALTH DEPARTMENT**  
**Part II. Sources of Contributions to County Health Department**

**October 1, 2011 to September 30, 2012**

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>2. NON GENERAL REVENUE - STATE</b>					
015060 NON-CATEGORICAL TOBACCO REBASING	4,680	0	4,680	0	4,680
<b>NON GENERAL REVENUE TOTAL</b>	<b>151,659</b>	<b>0</b>	<b>151,659</b>	<b>0</b>	<b>151,659</b>
<b>3. FEDERAL FUNDS - State</b>					
007000 AIDS PREVENTION	0	0	0	0	0
007000 AIDS SURVEILLANCE	0	0	0	0	0
007000 BIOTERRORISM HOSPITAL PREPAREDNESS	0	0	0	0	0
007000 COASTAL BEACH MONITORING PROGRAM	2,475	0	2,475	0	2,475
007000 COLORECTAL CANCER SCREENING 2009-10	0	0	0	0	0
007000 ENHANCE COMPREHENSIVE PREVENTION PLANNING AND IMPL	8,000	0	8,000	0	8,000
007000 EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000 FGTF/AIDS MORBIDITY	0	0	0	0	0
007000 FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	0	0	0	0	0
007000 FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0	0
007000 FGTF/FAMILY PLANNING-TITLE X	87,017	0	87,017	0	87,017
007000 HEALTH PROGRAM FOR REFUGEES	0	0	0	0	0
007000 HEALTHY PEOPLE HEALTHY COMMUNITIES	22,879	0	22,879	0	22,879
007000 HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000 HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000 IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	6,993	0	6,993	0	6,993
007000 IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0	0
007000 IMMUNIZATION WIC-LINKAGES	0	0	0	0	0
007000 IMMUNIZATION-WIC LINKAGES	0	0	0	0	0
007000 MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000 MCH BGTF-HEALTHY START COALITIONS	0	0	0	0	0
007000 ORAL HEALTH WORKFORCE ACTIVITIES	25,000	0	25,000	0	25,000
007000 PHP - CITIES READINESS INITIATIVE	40,431	0	40,431	0	40,431
007000 PUBLIC HEALTH PREPAREDNESS BASE	0	0	0	0	0
007000 RAPE PREVENTION & EDUCATION GRANT	0	0	0	0	0
007000 RYAN WHITE	0	0	0	0	0
007000 RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000 RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	13,571	0	13,571	0	13,571
007000 RYAN WHITE-CONSORTIA	0	0	0	0	0
007000 STATE INDOOR RADON GRANT	0	0	0	0	0
007000 STD FEDERAL GRANT - CSPS	0	0	0	0	0
007000 STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000 SYPHILIS ELIMINATION	0	0	0	0	0
007000 TEENAGE PREGNANCY PREVENTION REPLICATION 2010-11	0	0	0	0	0
007000 TEENAGE PREGNANCY PREVENTION REPLICATION 2011-12	55,919	0	55,919	0	55,919
007000 TITLE X HIV/AIDS PROJECT	0	0	0	0	0
007000 TITLE X MALE PROJECT	0	0	0	0	0
007000 TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000 TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0
007000 WIC ADMINISTRATION	0	0	0	0	0
007000 WIC BREASTFEEDING PEER COUNSELING	0	0	0	0	0
015009 MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009 MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055 ARRA Federal Grant - Schedule C	5,857	0	5,857	0	5,857

# ATTACHMENT II

## TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>3. FEDERAL FUNDS - State</b>						
015075	ON SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	0	0	0	0	0
015075	SCHOOL HEALTH TITLE XXI	216,868	0	216,868	0	216,868
015075	Inspections of Summer Feeding Programs	0	0	0	0	0
015075	TRANSFER OF FEDERAL GRANT FROM OTHER AGENCY	0	0	0	0	0
<b>FEDERAL FUNDS TOTAL</b>		<b>485,010</b>	<b>0</b>	<b>485,010</b>	<b>0</b>	<b>485,010</b>
<b>4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE</b>						
001020	TANNING FACILITIES	234	0	234	0	234
001020	BODY PIERCING	0	0	0	0	0
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	MOBILE HOME AND PARKS	2,160	0	2,160	0	2,160
001020	FOOD HYGIENE PERMIT	2,174	0	2,174	0	2,174
001020	BIOHAZARD WASTE PERMIT	1,430	0	1,430	0	1,430
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER ANNUAL OPER PERMIT	729	0	729	0	729
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001020	SWIMMING POOLS	3,263	0	3,263	0	3,263
001092	OSDS PERMIT FEE	38,714	0	38,714	0	38,714
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	0	0	0	0	0
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	Central Office Surcharge	4,915	0	4,915	0	4,915
<b>FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL</b>		<b>53,619</b>	<b>0</b>	<b>53,619</b>	<b>0</b>	<b>53,619</b>
<b>5. OTHER CASH CONTRIBUTIONS - STATE</b>						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	-480,790	0	-480,790	0	-480,790
<b>OTHER CASH CONTRIBUTIONS TOTAL</b>		<b>-480,790</b>	<b>0</b>	<b>-480,790</b>	<b>0</b>	<b>-480,790</b>
<b>6. MEDICAID - STATE/COUNTY</b>						
001056	MEDICAID PHARMACY	0	0	0	0	0
001076	MEDICAID TB	0	0	0	0	0
001078	MEDICAID ADMINISTRATION OF VACCINE	769	769	1,537	0	1,537
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	0	0	0	0	0
001082	MEDICAID DENTAL	129,712	164,687	294,399	0	294,399
001083	MEDICAID FAMILY PLANNING	9,394	84,542	93,936	0	93,936

# ATTACHMENT II.

## TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>6. MEDICAID - STATE/COUNTY</b>						
001087	MEDICAID STD	2,841	3,606	6,447	0	6,447
001089	MEDICAID AIDS	0	0	0	0	0
001147	Medicaid HMO Capitation	0	0	0	0	0
001191	MEDICAID MATERNITY	40,362	51,244	91,606	0	91,606
001192	MEDICAID COMPREHENSIVE CHILD	11,015	13,985	25,000	0	25,000
001193	MEDICAID COMPREHENSIVE ADULT	22,675	28,789	51,464	0	51,464
001194	MEDICAID LABORATORY	0	0	0	0	0
001208	MEDIPASS \$3.00 ADM. FEE	995	995	1,990	0	1,990
001059	Medicaid Low Income Pool	0	0	0	0	0
001051	Emergency Medicaid	0	0	0	0	0
001058	Medicaid - Behavioral Health	0	0	0	0	0
001071	Medicaid - Orthopedic	0	0	0	0	0
001072	Medicaid - Dermatology	0	0	0	0	0
001075	Medicaid - School Health Certified Match	9,898	12,566	22,464	0	22,464
001069	Medicaid - Refugee Health	0	0	0	0	0
001055	Medicaid - Hospital	0	0	0	0	0
001148	Medicaid HMO Non-Capitation	0	0	0	0	0
001074	Medicaid - Newborn Screening	0	0	0	0	0
<b>MEDICAID TOTAL</b>		<b>227,659</b>	<b>361,184</b>	<b>588,843</b>	<b>0</b>	<b>588,843</b>
<b>7. ALLOCABLE REVENUE - STATE</b>						
018000	REFUNDS	5,334	0	5,334	0	5,334
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
<b>ALLOCABLE REVENUE TOTAL</b>		<b>5,334</b>	<b>0</b>	<b>5,334</b>	<b>0</b>	<b>5,334</b>
<b>8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE</b>						
	PHARMACY SERVICES	0	0	0	28,015	28,015
	LABORATORY SERVICES	0	0	0	8,372	8,372
	TB SERVICES	0	0	0	0	0
	IMMUNIZATION SERVICES	0	0	0	34,354	34,354
	STD SERVICES	0	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0	0
	WIC FOOD	0	0	0	540,926	540,926
	ADAP	0	0	0	76,922	76,922
	DENTAL SERVICES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
<b>OTHER STATE CONTRIBUTIONS TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>688,589</b>	<b>688,589</b>
<b>9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT</b>						
008030	Contribution from Health Care Tax	0	0	0	0	0
008034	BCC Contribution from General Fund	0	50,000	50,000	0	50,000
<b>DIRECT COUNTY CONTRIBUTION TOTAL</b>		<b>0</b>	<b>50,000</b>	<b>50,000</b>	<b>0</b>	<b>50,000</b>
<b>10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY</b>						



# ATTACHMENT II.

## TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2011 to September 30, 2012

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY</b>					
001060 CHD SUPPORT POSITION	0	0	0	0	0
001077 RABIES VACCINE	0	0	0	0	0
001077 CHILD CAR SEAT PROG	0	120	120	0	120
001077 PERSONAL HEALTH FEES	0	31,395	31,395	0	31,395
001077 AIDS CO-PAYS	0	0	0	0	0
001094 ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094 LOCAL ORDINANCE FEES	0	4,088	4,088	0	4,088
001114 NEW BIRTH CERTIFICATES	0	13,662	13,662	0	13,662
001115 Vital Statistics - Death Certificate	0	11,589	11,589	0	11,589
001117 VITAL STATS-ADM. FEE 50 CENTS	0	0	0	0	0
001073 Co-Pay for the AIDS Care Program	0	0	0	0	0
001025 Client Revenue from GRC	0	0	0	0	0
001040 Cell Phone Administrative Fee	0	0	0	0	0
<b>FEES AUTHORIZED BY COUNTY TOTAL</b>	0	60,854	60,854	0	60,854

### 11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY

001009 RETURNED CHECK ITEM	0	0	0	0	0
001029 THIRD PARTY REIMBURSEMENT	0	54,800	54,800	0	54,800
001029 HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054 MEDICARE PART D	0	0	0	0	0
001077 RYAN WHITE TITLE II	0	0	0	0	0
001090 MEDICARE PART B	0	15,700	15,700	0	15,700
001190 Health Maintenance Organization	0	0	0	0	0
005040 INTEREST EARNED	0	0	0	0	0
005041 INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	4,345	4,345	0	4,345
007010 U.S. GRANTS DIRECT	0	0	0	0	0
008010 Contribution from City Government	0	0	0	0	0
008020 Contribution from Health Care Tax not thru BCC	0	0	0	0	0
008050 School Board Contribution	0	33,488	33,488	0	33,488
008060 Special Project Contribution	0	0	0	0	0
010300 SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	0	0	0	0
010301 EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405 SALE OF PHARMACEUTICALS	0	0	0	0	0
010409 SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001 HEALTHY START COALITION CONTRIBUTIONS	0	170,455	170,455	0	170,455
011007 CASH DONATIONS PRIVATE	0	0	0	0	0
012020 FINES AND FORFEITURES	0	0	0	0	0
012021 RETURN CHECK CHARGE	0	0	0	0	0
028020 INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	480,790	480,790	0	480,790
011000 GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000 GRANT	0	0	0	0	0
011000 GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000 DIRECT-ARROW	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000 GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0

# ATTACHMENT II.

## TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2011 to September 30, 2012

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY</b>						
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-ARROW	0	0	0	0	0
010402	Recycled Material Sales	0	0	0	0	0
010303	FDLE Fingerprinting	0	0	0	0	0
007050	ARRA Federal Grant	0	0	0	0	0
001010	Recovery of Bad Checks	0	0	0	0	0
008065	FCO Contribution	0	0	0	0	0
011006	Restricted Cash Donation	0	0	0	0	0
028000	Insurance Recoveries	0	0	0	0	0
001033	CMS Management Fee - PMPMPC	0	0	0	0	0
010400	Sale of Goods Outside State Government	0	0	0	0	0
010500	Refugee Health	0	0	0	0	0
005045	Interest Earned-Third Party Provider	0	0	0	0	0
005043	Interest Earned-Contract/Grant	0	0	0	0	0
010306	DOH/DOC Interagency Agreement	0	0	0	0	0
008040	BCC Grant/Contract	0	0	0	0	0
011002	ARRA Federal Grant - Sub-Recipient	0	0	0	0	0
011004	LOW INCOME POOL - SUBRECIPIENT	0	0	0	0	0
<b>OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL</b>		0	759,578	759,578	0	759,578
<b>12. ALLOCABLE REVENUE - COUNTY</b>						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
<b>COUNTY ALLOCABLE REVENUE TOTAL</b>		0	0	0	0	0
<b>13. BUILDINGS - COUNTY</b>						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	525,000	525,000
	GROUNDS MAINTENANCE	0	0	0	8,000	8,000
	OTHER (SPECIFY)	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	0	0
<b>BUILDINGS TOTAL</b>		0	0	0	533,000	533,000
<b>14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY</b>						
	EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
	VEHICLE INSURANCE	0	0	0	0	0
	VEHICLE MAINTENANCE	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0

**ATTACHMENT II.****TAYLOR COUNTY HEALTH DEPARTMENT  
Part II. Sources of Contributions to County Health Department****October 1, 2011 to September 30, 2012**

	<b>State CHD Trust Fund (cash)</b>	<b>County CHD Trust Fund</b>	<b>Total CHD Trust Fund (cash)</b>	<b>Other Contribution</b>	<b>Total</b>
<b>OTHER COUNTY CONTRIBUTIONS TOTAL</b>	0	0	0	0	0
<b>GRAND TOTAL CHD PROGRAM</b>	1,022,023	1,231,616	2,253,639	1,221,589	3,475,228

**ATTACHMENT II.**  
**TAYLOR COUNTY HEALTH DEPARTMENT**

**Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service**

**October 1, 2011 to September 30, 2012**

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	1.04	500	1,111	19,508	9,272	5,646	13,804	2,650	45,580	48,230
STD (102)	0.28	208	750	3,397	3,246	4,553	4,343	1,397	14,142	15,539
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.00	0	0	41	881	12,015	3	12,940	0	12,940
TB CONTROL SERVICES (104)	0.14	82	219	591	219	2,525	2,061	5,396	0	5,396
COMM. DISEASE SURV. (106)	0.15	0	0	1,311	1,308	2,334	1,332	313	5,972	6,285
HEPATITIS PREVENTION (109)	0.00	3	4	0	0	0	0	0	0	0
PUBLIC HEALTH PREP AND RESP (116)	0.05	0	0	0	0	675	836	0	1,511	1,511
VITAL STATISTICS (180)	0.10	1,735	2,772	788	1,348	965	1,570	34	4,637	4,671
COMMUNICABLE DISEASE SUBTOTAL	1.76	2,528	4,856	25,636	16,274	28,713	23,949	22,730	71,842	94,572
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	0.41	2	1	10,648	9,932	11,176	187	24,151	7,792	31,943
TOBACCO PREVENTION (212)	2.52	0	28	28,298	26,694	40,319	45,770	79,253	61,828	141,081
WIC (21W1)	0.00	0	0	0	0	0	-103	-103	0	-103
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	4.04	701	2,840	58,644	45,092	47,186	59,762	194,155	16,529	210,684
IMPROVED PREGNANCY OUTCOME (225)	1.48	107	1,868	21,304	24,363	24,206	22,571	30,379	62,065	92,444
HEALTHY START PRENATAL (227)	2.04	166	3,863	30,294	23,958	44,089	33,359	60	131,640	131,700
COMPREHENSIVE CHILD HEALTH (229)	0.78	197	666	17,021	4,154	4,753	6,308	642	31,594	32,236
HEALTHY START INFANT (231)	1.66	181	2,917	13,669	15,042	18,348	16,153	0	63,212	63,212
SCHOOL HEALTH (234)	9.27	0	80,938	128,359	128,333	142,041	79,828	162,734	315,827	478,561
COMPREHENSIVE ADULT HEALTH (237)	6.75	908	4,625	125,846	104,536	92,206	89,281	136,489	275,380	411,869
COMMUNITY HEALTH DEVELOPMENT (238)	0.41	0	0	1,338	1,053	1,120	9,833	13,344	0	13,344
DENTAL HEALTH (240)	5.07	1,243	7,564	102,153	89,584	122,914	107,085	341,736	80,000	421,736
PRIMARY CARE SUBTOTAL	34.43	3,505	105,310	537,574	472,741	548,358	470,034	982,840	1,045,867	2,028,707
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.08	0	0	-293	-93	-29	0	-415	0	-415
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.01	10	14	137	741	626	142	915	731	1,646
PUBLIC WATER SYSTEM (358)	0.01	0	2	129	120	137	0	80	306	386
PRIVATE WATER SYSTEM (359)	0.00	0	0	32	111	102	62	0	307	307
INDIVIDUAL SEWAGE DISP. (361)	2.22	136	293	28,286	30,039	30,374	32,474	10,000	111,173	121,173
Group Total	2.32	146	309	28,291	30,918	31,210	32,678	10,580	112,517	123,097
Facility Programs										
FOOD HYGIENE (348)	0.11	12	51	990	-67	701	269	1,893	0	1,893
Body Piercing Facilities Services	0.00	0	0	0	287	2	0	289	0	289
GROUP CARE FACILITY (351)	0.02	11	16	0	0	-3	218	0	215	215
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0

**ATTACHMENT II**  
**TAYLOR COUNTY HEALTH DEPARTMENT**

**Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service**

**October 1, 2011 to September 30, 2012**

	Quarterly Expenditure Plan									Grand Total
	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th	State	County	
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
MOBILE HOME AND PARKS SERVICES (354)	0.04	11	22	933	559	340	62	1,894	0	1,894
SWIMMING POOLS/BATHING (360)	0.03	14	26	320	76	593	200	989	200	1,189
BIOMEDICAL WASTE SERVICES (364)	0.05	11	11	722	-122	4	39	643	0	643
TANNING FACILITY SERVICES (369)	0.01	1	2	137	-12	0	40	165	0	165
Group Total	0.26	60	128	3,102	721	1,637	828	5,873	415	6,288
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene										
TATTOO FACILITIES SERVICES	0.00	0	0	0	0	108	0	0	108	108
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.02	7	18	389	-61	275	186	0	789	789
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.00	0	0	0	0	-92	9	0	-83	-83
ARBOVIRUS SURVEILLANCE (367)	0.02	0	0	0	0	0	160	0	160	160
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.04	7	18	389	-61	291	355	0	974	974
ENVIRONMENTAL HEALTH SUBTOTAL	2.62	213	455	31,782	31,578	33,138	33,861	16,453	113,906	130,359
D. NON-OPERATIONAL COSTS:										
Non-Operational Costs (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	0	0	0	0	0	0	0
TOTAL CONTRACT	38.81	6,246	110,621	594,992	520,593	610,209	527,844	1,022,023	1,231,615	2,253,638



funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING.** The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$1,171,004.00 (*State General Revenue, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$50,000.00 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

**Summary of Funding Revisions**  
**Taylor County Health Department**  
**Funding Revisions for Contract Year 2011-2012**

*As of September 30, 2012*

<b>Program</b>		<b>Previous 6/30/2012</b>	<b>Updated 9/30/2012</b>	<b>Increase/Decrease</b>
Administrative Refunds & Interest	400	\$ 6,586	\$ 9,679	\$ 3,093
County Drawdown	400	\$ 312,508	\$ 480,790	\$ 168,282
Environmental Health State Fees		\$ 52,975	\$ 53,619	\$ 644
Healthy Start	227/231	\$ 165,310	\$ 170,455	\$ 5,145
Medicaid- Various Programs		\$ 620,126	\$ 588,843	\$ (31,283)
Public Health Preparedness	116	\$ -	\$ 40,431	\$ 40,431
School Health	234	\$ 33,000	\$ 33,488	\$ 488
State Drawdown	400	\$ (312,508)	\$ (480,790)	\$ (168,282)
TB	104	\$ 5,144	\$ 5,104	\$ (40)
Various Programmatic County Fees		\$ 57,393	\$ 60,854	\$ 3,461
<b>Total</b>		<b>\$ 940,534.00</b>	<b>\$ 962,473.00</b>	<b>\$ 21,939.00</b>

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Right of Way Corridor Reservation Agreement between Taylor County and Foley Timber and Land Company

**MEETING DATE REQUESTED:**

11/05/12

**Statement of Issue:** Compliance requirement under Foley Master Development Order

**Recommended Action:** Approve Right of Way Corridor Reservation Agreement between Taylor County and Foley Timber and Land Company

**Fiscal Impact:** None

**Budgeted Expense:** None

**Submitted By:** Foley Timber and Land Company

**Contact:** Bo Taff, Sr. Vice President-Planning, Foley Timber and Land Company

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** On February 28, 2012, the Taylor County Board of County Commissioners approved a resolution adopting the Master Development Order for the Foley Master Development of Regional Impact (Development Order). A requirement of Development Order was for Foley and Taylor County to enter into a Right-of-Way Corridor Reservation Agreement whereby Foley would reserve a 1,000 ft wide corridor within which a future coastal road could be constructed. According the Development Order, this agreement must be entered into within 180 days of recordation of the Development Order. The Development Order was recorded on August 21, 2012.

**Options:** Approve as proposed, amend and approve as amended, or decline

**Attachments:** Proposed Right-of-Way Corridor Reservation Agreement



Prepared by and return to:  
Kami Corbett  
Foley & Lardner LLP  
100 N Tampa Street, Ste 2700  
Tampa, FL 33602

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

## **RIGHT-OF-WAY CORRIDOR RESERVATION AGREEMENT**

THIS RIGHT-OF-WAY CORRIDOR RESERVATION AGREEMENT  
(this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
2012, by and between FOLEY TIMBER AND LAND COMPANY, LIMITED  
PARTNERSHIP, a Delaware limited partnership ("Foley"), and TAYLOR COUNTY,  
a political subdivision of the State of Florida (the "County") (collectively, the  
Parties") .

WHEREAS, on February 28<sup>th</sup>, 2012 the County approved a Resolution  
adopting the Master Development Order for the Foley Master Development of  
Regional Impact (the "Master Development Order"); and

WHEREAS, on August 21<sup>st</sup>, 2012 the Master Development Order was  
recorded at OR Book 687 and Page 234 in the Official Records of Taylor County;  
and

WHEREAS, Condition 12.A.1 of the Master Development Order requires Foley to enter into a Right-of-Way Corridor Reservation Agreement with the County within one hundred eighty (180) days after the Master Development Order is recorded to reserve a one-thousand foot wide corridor on its lands as generally depicted on Maps J-21.5 through J-21.7 (collectively the "New Coastal Road Corridor Maps") of the Application for Master Development Approval, within which the road right-of-way for the New Coastal Road will be generally located (the "New Coastal Road Corridor"); and

WHEREAS, the Parties desire to enter into this Agreement to reserve the Right-of-Way for the New Coastal Road Corridor:

NOW THEREFORE, in consideration of the foregoing premises and of the following covenants, conditions and promises, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof.
2. Authority. The Parties through the signatories to this Agreement represent they have full authority to enter into and execute this Agreement.
3. General Alignment. The Parties hereby agree that the alignment of the New Coastal Road Corridor will be located as generally depicted on the New Coastal Road Corridor Maps and that a more precise alignment may be established at such time of the identification of the right-of-way, design, permitting and construction of the New Coastal Road or portion(s) thereof, whenever applicable.

4. Land Use. Use of the land within the New Coastal Road Corridor shall be permitted to preserve economic use of the land. Such uses shall conform with approved land use designation(s) for the subject property and shall include, but not be limited to, silviculture and agriculture.

5. Non-Conveyance of Right-of-Way. This Agreement in no way constitutes a dedication or conveyance of any of the property in the New Coastal Road Corridor or as depicted on the New Coastal Road Corridor Maps. Further, it is expressly understood and agreed that the New Coastal Road Corridor is not synonymous with the New Coastal Road and that in accordance with the terms of the Master Development Order, the terms and conditions of any conveyance of right-of-way for the New Coastal Road, which lies within the New Coastal Road Corridor, will be negotiated by separate agreement by and between applicable parties, which may include the Parties to this Agreement, or their successors and assigns, as appropriate, at such time that the dedication or conveyance is necessary for the design, permitting or construction of the New Coastal Road, or portion(s) thereof. Nothing herein shall be interpreted to limit or restrict Foley's ability to convey property that is subject to this Agreement to any third party.

6. Effective Date. The effective date of this Agreement is the date upon which the last party signs the Agreement.

7. Modification. This Agreement may be modified at any time by mutual written agreement by the Parties.

8. Termination. The Agreement shall automatically terminate in any of the following circumstances: (i) upon the last date of the final conveyance of right-of-way for the New Coastal Road or upon the completion of construction of the New Coastal Road, whichever occurs first; (ii) upon the effective date of any approval rescinding the Master Development Order; (iii) the Expiration Date of the Master Development Order, as it may be amended from time to time, including any applicable extensions.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns and shall be governed by and construed in accordance with the laws of the State of Florida.

10. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original.

[SPACE INTENTIONALLY LEFT BLANK – SIGNATURES ON THE FOLLOWING PAGE]

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

**FOLEY TIMBER AND LAND COMPANY, LIMITED PARTNERSHIP, a  
Delaware limited partnership**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman, Taylor County Board  
of County Commissioners

**Approved as to form for the  
Reliance of Taylor County only**

ON: \_\_\_\_\_

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

County Attorney or authorized counsel

PRINT: \_\_\_\_\_





**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve Satisfaction of Security Agreement for Joseph and Carol Lyles. The Lyles' received rehabilitation assistance through the SHIP program October 2, 2007.

**MEETING DATE REQUESTED:**

November 5, 2012

**Statement of Issue:** Board to approve Satisfaction of Security agreement for Joseph and Carol Lyles.

**Recommended Action:** Approve Satisfaction of Security Agreement.

**Fiscal Impact:** Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Joseph and Carol Lyles received rehabilitation assistance through the SHIP program October 2, 2007 in the amount of \$16,875.00. All terms of the Security Agreement have been satisfied.

**Attachments:** Satisfaction of Security Agreement

**SATISFACTION OF SECURITY AGREEMENT UNDER STATE OF FLORIDA  
HOUSING INITIATIVES PARTNERSHIP PROGRAM**

**KNOW ALL MEN BY THESE PRESENTS:** That TAYLOR COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Security Agreement under State of Florida Housing Initiatives Partnership Program executed by **JOSEPH and CAROL LYLES**, bearing date the 2nd day of October, 2007, recorded in Official Records Book 610, pages 195-197, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a debt of \$16,875.00, and certain promises and obligations set forth in said Security Agreement Under State of Florida Housing Initiatives Partnership Program, upon the property situate in said Taylor County, Florida, described as follows, to-wit:

Lots 12, 13 of BLOCK "A" of MURPHYSIDE HEIGHTS, according to the map or plat of said MURPHY HEIGHTS on record in the office of the Clerk of the Circuit Court of Taylor County, FL in Plat Book 119, Page 455.

hereby acknowledge full payment and satisfaction of said Security Agreement Under State of Florida Housing Initiatives Partnership Program, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

**WITNESS** my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
in Presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_(SEAL)  
PAT PATTERSON, Chairperson  
BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

**ATTEST:**

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**PREPARED BY:** Conrad C. Bishop, Jr.  
Attorney at Law  
Post Office Box 167  
Perry, Florida 32348



## TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

SUBJECT/TITLE:



Meeting Date:

Monday November 6, 2012

Statement of Issue:

change in contract administration  
(Vose to Olson) requires new BOCC signature

Recommendation:

approve and sign contract

Fiscal Impact:

\$ 60,000

Budgeted Expense:

Yes ☐No ☐N/A ☐

Submitted By:

F. Vose / C. Olson

Contact:

C. Olson

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts &amp; Issues:

Fred Vose applied  
for grant initially and was awarded.  
Change in contract for grant  
administration required new contract  
signatures

Options:

1. \_\_\_\_\_

2. \_\_\_\_\_

Attachments:

1. \_\_\_\_\_

2. \_\_\_\_\_



October 25, 2012

Clay Olson  
203 Forest Park Drive  
Perry, Florida 32348

**Florida Fish  
and Wildlife  
Conservation  
Commission**

Commissioners  
**Kenneth W. Wright**  
Chairman  
Winter Park

**Kathy Barco**  
Vice Chairman  
Jacksonville

**Ronald M. Bergeron**  
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**Brian S. Yablonski**  
Tallahassee

Executive Staff  
**Nick Wiley**  
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**Greg Holder**  
Assistant Executive Director  
**Karen Ventimiglia**  
Chief of Staff

Division of Marine  
Fisheries Management  
**Jessica McCawley**  
Director

(850) 487-0554  
(850) 487-4847 FAX

*Managing fish and wildlife  
resources for their long-term  
well-being and the benefit  
of people.*

620 South 1<sup>st</sup>

RE: Grant Agreement FWC-12106  
Taylor County Artificial Reef Construction

Dear Mr. Olson:

Please find enclosed two (2) original copies of the above referenced Grant Agreement for your review and signature. Please sign both on the signature page (Page 10 of 11). Please sign and date both copies and return all signed copies to me by courier service at the following address:

Bill Horn  
FWC Division of Marine Fisheries Management  
2590 Executive Center Circle East, Suite 203  
Tallahassee, Florida 32301

Upon execution of the Grant Agreement by the Florida Fish and Wildlife Conservation Commission, an original, signed copy will be returned for your file.

All work must be completed no later than August 31, 2012. The funds are for the 2012-13 fiscal year appropriation to the Commission's artificial reef program. Note that the terms of the Grant Agreement incorporate the terms of your project as specified in your grant application, and the requirements of Chapter 68R-9, F.A.C. If you have any questions regarding the Grant Agreement, please contact me at (850) 617-9634 or by email at [bill.horn@myfwc.com](mailto:bill.horn@myfwc.com).

Sincerely,

Bill Horn, Environmental Specialist III  
Artificial Reef Program  
Division of Marine Fisheries Management

**TAYLOR COUNTY ARTIFICIAL REEF  
CONSTRUCTION PROJECT 2012-2013**

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and the TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS whose address is 201 E. Green Street, Perry, Florida 32347, hereafter "GRANTEE."

**WHEREAS**, this COMMISSION grant is authorized and awarded under 68A-2.015 and 68E-9 Florida Administrative Code;

**NOW THEREFORE**, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The GRANTEE shall perform the project activities and specific responsibilities and obligations as set forth in the Scope of Work attached hereto and made a part hereof as Attachment A.
2. **PERFORMANCE.** The GRANTEE shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the GRANTEE. The GRANTEE shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The GRANTEE shall procure all supplies, pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the grant requirements and the integrity and reliability that will assure good-faith performance as a responsible grant recipient.
3. **TERM.** This Agreement shall be effective upon execution by the last party to do so. The Agreement shall begin on signature and shall end August 31, 2013, inclusive. **All construction described in Attachment A, Scope of Work, must be completed no later than August 21, 2013.** The GRANTEE shall not be eligible for reimbursement for grant activities performed prior to the begin date of this Agreement nor after August 21, 2013 except for an unanticipated delay justifying a short term extension until August 31, 2013 as described in paragraph 4.
4. All artificial reef construction must be completed by August 21, 2013. A one-time short term time extension of up to ten (10) days (through the Agreement end date of August 31, 2013) may be authorized in writing by the Commission's Contract Manager under the following conditions: a) documented hazardous weather and sea conditions do not allow for the safe deployment of reef materials offshore or, b) unanticipated documented equipment malfunction on the transport vessel or accompanying tug or at the shore-side loading area results in an

unexpected short term delay. In both situations a) and b), the reef material must either be at the staging area ready for immediate loading on the transport vessel or already loaded and ready for transport and deployment as of August 21, 2013. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged. All request for bid packages from the Grantee to subcontractors must include language that specifies a completion date that ensures all materials will be in the water by August 21, 2013. Subcontracts with completion dates even earlier than August 21, 2013 to provide an additional buffer are strongly encouraged.

5. **COMPENSATION.** As consideration for the GRANTEE's performance under the terms of this Agreement, the COMMISSION shall pay the GRANTEE: on a cost reimbursement basis in an amount not to exceed **\$60,000**. The GRANTEE shall be required to provide a minimum matching contribution of **\$3,000** of the total project costs. In addition to the required \$3,000 match, the GRANTEE shall be responsible for all project costs in excess of **\$63,000**.

6. The GRANTEE shall be compensated on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Auditing, "Reference Guide for State Expenditures". The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment B.

7. **PAYMENTS.** The COMMISSION shall pay the GRANTEE for satisfactory performance upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Project Manager. Each invoice shall include the COMMISSION Agreement Number and the GRANTEE's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

8. Invoices submitted by the GRANTEE for reimbursement shall be for 100% of actual project costs and submitted following successful completion of the artificial reef project described in Attachment A, Scope of Work.

9. A final invoice must be received by the COMMISSION no later than October 15, 2013 to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

10. No travel expenses are authorized under the terms of this Agreement.

11. The COMMISSION shall make payment to the GRANTEE for an amount of the total project eligible cost less the **\$3,000** match, not to exceed **\$60,000** of approved invoiced costs. The **\$3,000** of invoice costs not reimbursed by the COMMISSION shall represent the GRANTEE's matching contribution.



12. For Agreements whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

13. **TERMINATION.** This Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE in the event of fraud, willful misconduct, or breach of this Agreement. The COMMISSION may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the GRANTEE. Upon receipt of such notice, the GRANTEE shall, unless the notice directs otherwise, immediately discontinue all grant activities authorized hereunder. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

14. **TAXES.** The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

15. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

**FOR THE COMMISSION:**

William Horn, Environmental Specialist III  
FWC Division of Marine Fisheries Management  
2590 Executive Center Circle East, Suite 203  
Tallahassee, Florida 32301  
(850) 617-9634  
[bill.horn@myfwc.com](mailto:bill.horn@myfwc.com)

**FOR THE GRANTEE:**

Clay Olson  
203 Forest Park Drive  
Perry, FL 32348  
(850) 838-3508  
[cbolson@ufl.edu](mailto:cbolson@ufl.edu)

16. **AMENDMENT.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the GRANTEE's cost or the term of the Agreement shall require a formal amendment.

17. **RELATIONSHIP OF THE PARTIES.** The GRANTEE shall perform as an independent agent and not as an agent, representative, or employee of the COMMISSION. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

18. **INSURANCE.** To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

19. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

20. The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE's officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

21. **PUBLIC RECORDS.** All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

22. **RECORD KEEPING REQUIREMENTS.** The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principals. The GRANTEE shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material.

Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Agreement. In the event any work is subcontracted, the GRANTEE shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

23. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

24. **NON-DISCRIMINATION.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

25. **PROHIBITION OF DISCRIMINATORY VENDORS.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

26. **NON-ASSIGNMENT.** This Agreement may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

27. **PROHIBITION OF CONTINGENT FEES.** The GRANTEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GRANTEE, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

28. **SEVERABILITY AND CHOICE OF VENUE.** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.



29. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

30. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim by the GRANTEE of quantum meruit.

31. **FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS.** In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations (GRANTEE) that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients (GRANTEE) of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment C, titled "Requirements of the Federal and Florida Single Audit Acts", attached hereto and made a part of the Agreement, as applicable.

32. **PROHIBITION AGAINST LOBBYING.** The GRANTEE certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Agreement, the GRANTEE shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The GRANTEE shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

33. Pursuant to the Lobbying Disclosure Act of 1995, the GRANTEE agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

34. In accordance with section 216.347, Florida Statutes, the GRANTEE is hereby prohibited from using funds provided by this AGREEMENT for the purpose of lobbying the Legislature, the judicial branch or a state agency.

35. **DELIVERABLES.** The following services or service tasks are identified as deliverables for the purposes of this AGREEMENT:

- a.) Performance of all services set forth in the Scope of Work.
- b.) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.



36. **PERFORMANCE AND MONITORING.** The GRANTEE shall perform the services described in the Scope of Work in 100% compliance with all of the Terms and Conditions of this AGREEMENT. The COMMISSION will monitor the GRANTEE'S service delivery to determine if the GRANTEE has achieved the required level of performance. The COMMISSION reserves the right for any COMMISSION staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the COMMISSION at its sole discretion determines that the GRANTEE failed to meet any of the Terms and Conditions of this AGREEMENT, the GRANTEE will be sent a formal written notice. Within ten (10) days of receipt of notice the GRANTEE shall provide the COMMISSION with a formal written Corrective Action Plan in response to all noted deficiencies. The GRANTEE shall correct all identified deficiencies within forty-five (45) days of notice. The COMMISSION may conduct follow-up monitoring at any time to determine compliance based on the submitted Corrective Action Plan. Failure to meet 100% compliance with all of the Terms and Conditions of this AGREEMENT or failure to correct the deficiencies identified in the notice within the time frame specified may result in liquidated damages, and/or termination of this AGREEMENT in accordance with the Termination section.

37. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the COMMISSION shall consider the employment by the GRANTEE of unauthorized aliens a violation of subsection 274A(a) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this AGREEMENT if the GRANTEE knowingly employs unauthorized aliens.

38. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The GRANTEE shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the GRANTEE during the term of this AGREEMENT.

39. The GRANTEE shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the AGREEMENT term.

40. The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the GRANTEE's enrollment in the program. This includes maintaining a copy of proof of the GRANTEE's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

41. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this AGREEMENT and the COMMISSION may treat a failure to comply as a material breach of the AGREEMENT.

**42. DIVISION OF MARINE FISHERIES MANAGEMENT REQUIREMENTS**

- a. The GRANTEE agrees to follow all requirements of Section 287.057, Florida Statutes, for the procurement of commodities or contractual services under this Agreement. The GRANTEE will obtain a minimum of three written quotes for any subcontracts required for Agreements in the amount of \$35,000 or less, and the GRANTEE will publicly advertise and send bid specifications to a minimum of five (5) potential subcontractors for any subcontracts required for Agreements in excess of \$35,000.
- b. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the GRANTEE from the requirements of Paragraph a.
- c. The GRANTEE shall include Attachment A (Scope of Work) *verbatim* in all bid specifications. All bid specifications must be approved, in writing, in advance by the COMMISSION's Contract Manager, prior to public advertisement or distribution.
- d. The GRANTEE shall submit bid specifications to the COMMISSION's Contract Manager for approval within ninety (90) days following the execution date of this Agreement.
- e. Any request to use a sole source vendor by the GRANTEE must be requested and justified in writing and approved by the COMMISSION's Contract Manager prior to awarding a sole source subcontract under this Agreement.
- f. A summary of the vendor replies and recommended subcontractor must be sent by the GRANTEE to the COMMISSION's Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.
- g. A copy of this Agreement should be provided to all subcontractors and incorporated by reference in all subcontracts. The GRANTEE shall require all subcontractors to comply with all applicable provisions of this Agreement. All such subcontracts in excess of \$5,000 shall be in writing.
- h. The GRANTEE agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.
- i. The GRANTEE agrees to provide the COMMISSION with a minimum of five (5) days notice for any artificial reef construction that occurs as a result of this Agreement.
- j. The GRANTEE agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.
- k. The GRANTEE agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the COMMISSION under the

Department of Environmental Protection. The GRANTEE further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

43. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

By: \_\_\_\_\_  
(Authorized Signatory\*)

By: \_\_\_\_\_  
Director, Division of Marine Fisheries  
or Designee

\_\_\_\_\_  
(Print Signatory's Name and Title)

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

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

\_\_\_\_\_  
Taylor County  
(Grantee)  
\_\_\_\_\_  
201 E. Green Street  
(Address)  
\_\_\_\_\_  
Perry, FL 32347  
(City, State, and Zip Code)

\_\_\_\_\_  
59-6000879  
(Federal Employer Identification Number)

Approved as to form and legality:

\_\_\_\_\_  
*Stella M. Malin*  
FWC Attorney

Reimbursement Check Remittance Address:

\_\_\_\_\_  
201 E. Green Street  
(Address)  
\_\_\_\_\_  
Perry, FL 32347  
(City, State, and Zip Code)

\*If someone other than the Chairman signs this Agreement, a statement or other document authorizing that person to sign the Agreement on behalf of the County must accompany the Agreement.

List of Attachments included as part of this Agreement:

<u>Attachment A</u>	<u>Scope of Work</u>
<u>Attachment B</u>	<u>Comptroller's Contract Payment Requirements</u>
<u>Attachment C</u>	<u>Requirements of the Federal - Florida Single Audit Acts</u>
<u>Exhibit 1</u>	<u>State and Federal Funds Awarded through the Florida Fish and Wildlife Conservation Commission</u>

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## **ATTACHMENT A SCOPE OF WORK**

### ***TAYLOR COUNTY ARTIFICIAL REEF DEVELOPMENT PROJECT 2012-2013***

Taylor County will deploy a minimum of 25 prefabricated concrete modular artificial reef modules. A minimum of 25 modules are to be placed at 5 patch reefs in one permitted site. The modules will be in group of 5 units spaced a minimum of 5 meters apart, and with patch reefs about 25-40 meters from one another. All modules will be placed on the Buckeye Reef site which is about 20.5 nautical miles on a bearing of 235° from Marker #1 at the Keaton Beach navigational channel. The size of the Buckeye Reef site is 1 square nautical mile with all sides being 1 nautical mile in length with depths to the bottom from 45 to 51 feet deep and a minimum navigational clearance of 36 feet. The Buckeye Reef Site is permitted to the Taylor County by the U.S. Department of the Army, Corps of Engineers under Permit Number SAJ-1995-05915(IP-SWA), which is valid until November 29, 2020. The reef materials will be located within the boundaries of the permitted area. A point of reference for the center of the deployments will be 29° 38.990' N and 83° 54.140' W in approximately 48 feet of water.

The reef construction activity to be funded consists of the following elements:

#### **LOADING AND TRANSPORTATION**

1. Loading and transportation of a least 25 prefabricated concrete artificial reef modules acceptable to the **COMMISSION**.
2. Load the concrete modules onto a suitable conveyance and transport to a site for loading onto a barge or other suitable vessel for offshore movement. Load the structures onto a vessel for transportation to the designated reef site. Provide a sufficiently powered transport or towing vessel, personnel, and all necessary equipment to transport the material offshore and deploy it. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.
3. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, Florida Statutes.

#### **DEPLOYMENT AND MATERIAL PLACEMENT**

4. During the deployment of the prefabricated concrete reef modules, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the concrete patch reef on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global

of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **GRANTEE** observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **GRANTEE's** observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.

5. The reef material under this Agreement will be strategically placed at 5 locations within the artificial reef site.
6. The minimum vertical clearance of 36 feet for the Buckeye Reef Site shall be maintained above the highest point of the reef material, in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-1995-05915(IP-SWA).
7. The **GRANTEE's** Contract Manager shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement of the reef. The markers shall be buoys no less than 12 inches in diameter, clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The **COMMISSION** will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time will also be important to insure the reef is constructed within the permitted area.
8. The **GRANTEE's** Project Manager or **GRANTEE's** employee designated as an official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
9. Both the **GRANTEE** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **GRANTEE's** observer and the subcontractor when on site. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **GRANTEE** shall be responsible for insuring that all permit condition terms are complied with.
10. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the saltwater artificial fishing reef project before, during, and after the deployment.

## ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

11. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than \$5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the complete list of eligible activities.
12. If the **GRANTEE** chooses to conduct a post-deployment SCUBA assessment at the deployment location(s) (this is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed prior to August 31, 2013 and the following items, at a minimum, must be included:
  - a. *Methods*: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
  - b. *Conditions*: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
  - c. *Chronology*: start and end of each dive; dive profile: dive plan, maximum depth, dive time, distance and bearing searched;
  - d. *Coordinates*: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential, WAAS, and/or LORAN coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?
  - e. *Physical observations*: Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the maximum and minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?
  - f. *Footprint area*: Measure the approximate total area covered by each patch reef through standard in situ survey practices.
  - g. *Biological observations*: Describe any fish observed, or other general biological observations.
  - h. *Video and photographs*: Provide representative still and/or video footage of each deployment location (digital format preferred when available).
13. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.

## LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

14. Upon initiation of the handling and movement of these artificial reef materials by the **GRANTEE's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until



the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

## **REPORTING, PERFORMANCE, AND PUBLICATIONS**

15. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 60 day intervals beginning from the date of execution of this agreement.
16. **A final field report providing the designated observer's narrative of the reef deployment operation is required prior to reimbursement.** The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field report should include video footage or photographs (underwater and/or surface), if available.
17. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report shall reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The **GRANTEE's** Project Manager or **GRANTEE** employed designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **GRANTEE's** Project Manager or **GRANTEE**-employed designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.
18. Any published articles related to this artificial reef activity should reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.

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## **ATTACHMENT B**

### **Comptroller Contract Payment Requirements Department of Financial Services, Bureau of Auditing Reference Guide for State Expenditures *Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). The following supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum #04 (1996-97). Supporting documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, F.S., which includes submission of the claim on the approved state travel voucher.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, F.S., for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

**ATTACHMENT C**  
**REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS**

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff 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 Comptroller or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission 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 Commission. 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 OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to 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 elects 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 resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

**PART II: STATE FUNDED**

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities)

or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, 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, Florida Statutes, 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, Florida Statutes, the cost of the audit must be paid from the non-state 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).

### **PART III: OTHER AUDIT REQUIREMENTS**

None

### **PART IV: REPORT SUBMISSION**

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

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

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

Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely 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.

Recipients, when submitting financial reporting packages to the Commission 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.

Contact the Commission's Chief Financial Officer by phone at (850) 617-9600.

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

**EXHIBIT - I**

**FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

NONE

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL FUNDS AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

NONE

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

**MATCHING FUNDS FOR FEDERAL PROGRAMS:**

NONE

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES (Florida Single Audit Act):**

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Division of Marine Fisheries Artificial Reef Grants Program
CSFA No.:	77.007
Recipient:	National Coral Reef Institute at NOVA Southeastern University
Amount:	\$60,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE STATE FUNDS AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. Only the goods and/or services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.
2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.  
Not applicable.

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

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

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A REQUEST FOR PROPOSAL PACKAGE FOR DISASTER DEBRIS MANAGEMENT AND SET THE DATE FOR PROPOSAL OPENING FOR TUESDAY, DECEMBER 18, 2012 AT 6:10 PM, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR

**MEETING DATE REQUESTED:****NOVEMBER 5, 2012****Statement of Issue: THE BOARD TO REVIEW AN RFP PACKAGE****Recommended Action: APPROVE****Fiscal Impact: N/A****Budgeted Expense: N/A****Submitted By: DUSTIN HINKEL, EM DIRECTOR****Contact: 838-3500x7****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: THE EM DEPARTMENT MAINTAINS PRE-DISASTER CONTRACTS FOR DEBRIS MANAGEMENT TO ACCELERATE RECOVERY OPERATIONS WHEN COUNTY RESOURCES BECOME OVERWHELMED.**

**Options: APPROVE/SUGGEST EDITS****Attachments: DEBRIS MANAGEMENT RFP**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK BROWN, County Administrator  
201 E. Green Street, Perry, FL 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

### **NOTICE OF REQUEST FOR PROPOSALS FOR DISASTER DEBRIS MANAGEMENT SERVICES**

The Taylor County Board of County Commissioners is soliciting sealed proposals for DISASTER DEBRIS MANAGEMENT SERVICES.

Qualified firms or individuals desiring to provide the required services must submit the proposal packages in a sealed envelope or similar package marked "***Sealed Proposal for DISASTER DEBRIS MANAGEMENT SERVICES***" to the Clerk of Court, 1<sup>st</sup> 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 Tuesday December 18, 2012. **All proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:10 P.M. local time, or as soon thereafter as practical, on Tuesday December 18, 2012, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Emergency Management Department located at the Taylor County Emergency Operations Center, 591 US HWY 27, Perry, Florida 32347.

Required Proposal information:

1. QUALIFICATIONS OF THE FIRM
2. QUALIFICATIONS OF STAFF
3. TECHNICAL APPROACH
4. COST PROPOSAL

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



**For additional information contact:**

Dustin Hinkel

Taylor County Department of Emergency Management

201 E. Green Street

Perry, FL. 32347

(850) 838-3500

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



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 838-3500, extension 7 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

### **GENERAL PROPOSAL INFORMATION**

1. Proposal information **MUST** be obtained from the Emergency Management Department, 591 US HWY 27, Perry, Florida 32347, (850) 838-3575.
2. Five (5) proposal packages must be submitted in person to the Clerk of Court, 1<sup>st</sup> 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., local time, Tuesday December 18, 2012.
3. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Proposal for DISASTER DEBRIS MANAGEMENT SERVICES"**.
4. **All proposals MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.**
5. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
6. Once opened no proposal 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 proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Proposals shall be received and respondents announced on Tuesday December 18, 2012 at 6:10 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 any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.

General Proposal Considerations  
(Continued)

10. It is the responsibility of the respondents to fully understand and follow all project expectations.
11. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications. The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent (Business Automobile Liability). The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim (Professional Liability). The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
12. 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.
13. The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**
14. Respondents who elect to send sealed proposals Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
15. For additional information, contact:

Dustin Hinkel,  
Taylor County Department of Emergency Management.  
201 E. Green Street  
Perry, Florida 32347

(850) 838-3500 extension 7



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-2433 Fax

### PROPOSAL CHECKLIST

#### Check Items Included:

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

Checklist **Please include with proposal.**

## HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

### **TAYLOR COUNTY DISASTER DEBRIS MANAGEMENT SERVICES**

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

DONE AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012,

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by

\_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,

(Name of individual signing)

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

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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



## **ATTACHMENT "A"**

### **SCOPE OF SERVICES**

#### **I. BACKGROUND**

The primary purpose of this scope of work is to maintain the public health, safety, and well being of Taylor County during the response to an emergency situation, as well as to restore the public areas of Taylor County to a normal condition. Any agreement shall be for a period of thirty-six (36) months, with a sole option of the County to extend the agreement for no more than two additional one (1) year periods. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property is not included in this contract. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. Direction by the County in this proposal shall also mean direction by the Monitor.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by a County representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

#### **1. Removal and Hauling Vegetative Debris:**

As identified by and directed by the County or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. Said removal and hauling shall be at hours established by the County. The Contractor shall haul vegetative debris to a Debris Management Site(s) (DMS) within the community as designated by County. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor under pay items 11 and 12 below and placed on public property or ROW. The Contractor shall provide one or more inspection towers sufficient to support a minimum of three (3) inspectors. Each inspector must be able to view all incoming and exiting roads in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity. Item #1 on Price Proposal Sheet.

## **2. Site Management:**

The Contractor shall manage one or more Debris Management Sites (DMS) designated by the County. Site management, debris reduction, and site closure shall comply with all laws and regulations. DMS management shall include site security, traffic control, inspection towers at each site, toilet facilities, office accommodations, HHW liners and include segregation of types and sources of debris, as directed by the County. Payment under this pay item shall be based on a per cubic yard quantity. Item #2 on Price Proposal Sheet. The Contractor shall reclaim the DMS upon the completion of the processing activities, to include at a minimum, removal of all equipment and debris, grading of the site to its historical condition and seeding and mulching of the exposed areas.

## **3. Reduction of Vegetative Debris by Grinding:**

The Contractor shall reduce vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, by the County, or by others. Payment under this pay item shall be based on a per cubic yard quantity. Item #3 on Price Proposal Sheet.

## **4. Reduction of Vegetative Debris by Burning:**

The Contractor shall reduce vegetative debris by air curtain incinerator burning or open burning if permitted by the County and the Division of Forestry. This may include vegetative debris delivered to the DMS by the Contractor, by the County, or by others. Payment under this pay item shall be based on a per cubic yard quantity. Item #4 and #5 on Price Proposal Sheet.

## **5. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Grinding:**

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the County. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the County or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by County]. Item #6 on Price Proposal Sheet.

## **6. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Burning:**

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the County. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the County or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by County]. Item #7 on Price Proposal Sheet.

## **7. Removal and Hauling of C&D Debris to DMS**

As identified by and directed by the County or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris collected from public property and ROW. The Contractor shall haul C&D debris

to a DMS within the community, as designated by the County. Payment under this pay item shall be based on a per cubic yard quantity. Item #8 on Price Proposal Sheet.

**8. Reduction of C&D Debris by Grinding:**

In order to reduce the burden on available landfill space, the Contractor shall reduce Construction and Demolition (C&D) debris by grinding if permitted by County. This may include C&D debris delivered to the DMS by the Contractor, by the County, or by others. Payment under this pay item shall be based on a per cubic yard quantity. Item #9 on Price Proposal Sheet.

**9. Loading, Hauling, and Disposal of C&D Debris Reduced by Grinding:**

Contractor shall load and haul reduced (by grinding) Construction and Demolition (C&D) debris to a final disposal site as directed by the County. The Contractor may be required to remove and haul reduced debris from a DMS site or sites managed by others, to an approved landfill as directed by the County or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by County]. Item #10 on Price Proposal Sheet.

**10. Loading, Hauling, and Disposal of C&D Debris (Non DMS Option):**

As identified by and directed by the County or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris directly to a final disposal site approved and directed by the County. Additionally, the Contractor may be required to pick up and remove C&D Debris located at DMS sites operated by others, as directed by the County or Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by County]. Item #11 on Price Proposal Sheet.

**11. Removal of Hazardous Hanging Limbs:**

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter at the break point from trees on public property and ROW, as identified by the County or Monitor. Trees with hazardous limbs must be identified by the County or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 above [Tipping fees will be paid by County]. Item #12 on Price Proposal Sheet.

**12. Removal of Hazardous Leaning Trees:**

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, as identified by

the County or Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The County or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Price Proposal. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above. Item #13 on Price Proposal Sheet.

**13. Removal of Hazardous Stumps:**

If more than 50% of the root ball of a stump, greater than 24 inches in diameter measured 24 inches above the ground, is exposed, the stump shall be removed. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Payment will be on a per stump basis in size categories as shown in the Price Proposal. Payment is for stump removal only. For hauling purposes, stumps will be converted to cubic yards measurement and hauled under payment item 1. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items. Item #14 on Price Proposal Sheet.

**14. White Goods:**

The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling. Contractor shall be responsible for any disposal costs. Payment under this item will be per each unit. Item #15 on Price Proposal Sheet.

**15. Electronics Waste:**

The Contractor shall removal, haul, and recycle (or dispose of, at contractor's discretion electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard. Contractor shall be responsible for any disposal costs. Item #16 on Price Proposal Sheet.

**16. Concrete:**

The Contractor shall load, haul, and dispose of concrete material separated by the county and placed on public property and ROW, as directed by County or Monitor. Any tipping fees shall be paid by County. Payment under this item will be per cubic yard. Item #17 on Price Proposal Sheet.

**17. Household Hazardous Waste:**

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I disposal sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the County. Disposal will be the responsibility of County. No disposal is included in this line item. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per pound. Item #18 on Price Proposal Sheet.

**18. Lawnmowers and Equipment with Small Engines:**

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Any tipping fees shall be paid by the County. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each unit. Item #19 on Price Proposal Sheet.

**19. Abandoned Tires:**

If directed by County, the Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from vegetative and C&D debris and load and transport the tires to a collection site as identified by County. The tires will be segregated in the field and hauled in concentrated loads. Payment under this item will be per tire. Item #20 on Price Proposal Sheet.

**20. Removal, Hauling, and Disposal of Dead Animal Carcasses.**

The Contractor shall remove and haul and dispose of dead animal carcasses as directed by the County or Monitor. Disposal must be in accordance with federal, state, and local regulations [Tipping Fees will be paid by county]. Item #21 on Price Proposal Sheet.

**21. Removal and Hauling of Storm Deposited Soils to DMS**

As identified by and directed by the County or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all storm deposited soils (sand, silt, mud) collected from public property and ROW. The Contractor shall haul storm deposited soils to a Debris Management Site (DMS) within the community, as designated by County. Payment under this pay item shall be based on a per cubic yard quantity. Item #22 on Price Proposal Sheet.

**22. Canal/Waterway Debris Removal**

At the Direction of the County or Monitor, the Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. Payment for this item will be per linear foot based on the size categories listed in the Price Proposal. Hauling and disposal for this line item will be under the separate pay item applicable to the classification of the resulting debris. Item #23 on Price Proposal Sheet.

### **23. Priority of Work Areas:**

The County will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The County may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County or its agent. **Contractor will not be allowed to "cherry pick" debris.**

### **24. Debris Countyship and Hauling Responsibilities:**

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

### **25. Debris Disposal:**

A. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations. Final disposal locations will be at Florida Department of Environmental Protection (FDEP) approved facilities with prior notification to the County and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by County.

B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per applicable federal, state, or local criteria. Acceptance of proper closure by relevant government authorities must be documented by the Contractor prior to final payment under this contract. Contractor will be responsible for performing applicable environmental baseline studies prior to utilizing a site.

C. Contractor acknowledges, represents, and warrants to the County that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or local agencies or authorities.

D. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible

for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

F. The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

## **26. Contractor Equipment:**

A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all USDOT and state regulations, and are subject to the approval of the County. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

B. The Contractor shall supply vinyl type placards identifying the County, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter processing and disposal facilities.

C. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the DMS sites to the permanent disposal sites. The listing shall include the following information:

- a. Truck and/or trailer license number.
- b. Year, make, and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the County shall not be paid for debris being transported.

E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

## **27. Emergency Road Clearance:**

Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the County. Payment under this item will



be on an hourly basis for manpower and equipment as listed in Part II of the Price Proposal. This hourly work will only be conducted for the first 70 hours unless otherwise agreed in writing.

## **28. Subcontracting:**

Contractor shall make all reasonable attempts to subcontract with local firms currently doing business within the community. Nothing shall create any contractual relationship between any subcontractor and/or service provider and the County. Contractor shall supply the names and addresses of subcontractors and/or service providers and materials suppliers when requested to do so by the County upon activation.

## **II. FORMAT**

The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

### **1. Qualifications of Firm**

- a. Summary of Qualifications: Provide a description and history of the firm which summarizes Proposer's experience in all aspects of emergency debris management (reference resources, operations, planning, contract management, accounting systems, and knowledge and experience with reimbursement programs).
- b. Past Projects: Provide a table of Past Projects, including CY yards of debris removed, dollar value of contract, and contact information for the client.
- c. FEMA Reimbursement: Describe your experience and understanding of FEMA funding and reimbursement processes.
- d. Environmental Requirements: Describe your experience and understanding of environmental requirements.
- e. Solid & Hazardous Waste: Describe your experience and understanding of Solid & Hazardous Waste Management.
- f. Equipment: Provide a list of contractor owned debris removal equipment.
- g. Litigation Summary: Provide a list of all claims, arbitrations, administrative hearings, and lawsuits brought by any past clients against your company during the last five (5) years (give explanations where possible).

### **2. Technical Plan**

- a. Project Approach: Provide a narrative description of your approach to project operations, including principles of project management, pre-planning approach, and mobilization method.
- b. Contract Management: Describe your ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.
- c. Accounting & Document Management: Describe your approach to invoicing and documentation.
- d. Debris Operations Plan: This description should fully and completely demonstrate the proposers intended methods in performing the contract. At a minimum, the plan shall address mobilization, response time, hauling, staging, reduction, recycling, disposal, DMS management, contract management, accounting and required documentation.



### **3. Project Management**

- a. Key Personnel: Provide a descriptive list of key personnel to be assigned to provide the required services with resumes for each describing experience, training, and education relevant to the required services (Proposer must state whether any employee thereof anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years).
- b. Subcontracting Protocol: Discuss ability to supervise multiple debris removal crews and subcontractors, and include project management methods that ensure quality control of the work being performed by the Project Management team, crews, and subcontractors.

### **4. Financial Capability**

- a. Bank Reference: Provide evidence in the form of a letter from its bank confirming Proposer's financial capability to finance a multi-million dollar volume of work for a minimum of 45 days without interference or a slow-down in the work.
- b. Surety Reference: Proposer must also demonstrate bonding capability by submitting a letter from its surety stating that the Proposer has a bonding capacity of at least \$20 million.

### **5. References**

- a. References: List five projects of similar complexity that documents successful and reliable experience in past performance within the last five (5) years. A minimum of two references should be from governmental entities involving hurricane debris removal experience of a minimum of 500,000 cubic yards. The reference list should demonstrate the company's long term commitment and investment in the emergency disaster services field and identify each client, date of contract, and dollar amount, with contact name, address, and telephone number. Letters of reference may be included.

### **6. Cost Proposal**

## **EVALUATION & CONTRACT AWARD**

### **EVALUATION:**

- A. The County reserves the right to award a contract(s) pursuant to this RFP without further discussion with Proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

The County may choose to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer(s) who after evaluation of the criteria stated in Item B is/are determined to best meet the needs of the County.

- B. The following criteria will be used by the County's staff to evaluate the proposals and make a selection:

Qualifications of Firm	15%
Technical Plan	20%
Project Management	10%
Financial Capability	20%
References	10%
Cost Proposal	<u>25%</u>
	100%

- C. Award will be made to the Proposer that the County determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the County.

The County has the option to reject any and all Proposals should it be deemed in the County's best interest to do so.

The County shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).

END OF SCOPE

## EXHIBIT "B"

### CONTRACTOR'S PRICE PROPOSAL

Date \_\_\_\_\_

Proposal of \_\_\_\_\_  
(hereinafter called "Contractor"), authorized to do business under the laws of Florida proposes to the County of Taylor, Florida, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

#### TAYLOR COUNTY DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

**This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.**

Contractor acknowledges receipt of the following addenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	\$ ____./cy
		16.0-30.9 miles	\$ ____./cy
		31-60 miles	\$ ____./cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$ ____./cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$ ____./cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ ____./cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ ____./cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ ____./cy
		16.0-30.9 miles	\$ ____./cy
		31-60 miles	\$ ____./cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles	\$ ____./cy
		16.0-30.9 miles	\$ ____./cy
		31-60 miles	\$ ____./cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles \$_____/cy 16.0-30.9 miles \$_____/cy 31-60 miles \$_____/cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	\$_____/cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles \$_____/cy 16.0-30.9 miles \$_____/cy 31-60 miles \$_____/cy
11	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles \$_____/cy 16.0-30.9 miles \$_____/cy 31-60 miles \$_____/cy
12	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter at the break point and place them on public property or ROW.	\$_____/tree
13	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	\$_____/tree \$_____/tree \$_____/tree \$_____/tree \$_____/tree
14	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contactor shall backfill holes and ruts left by excavation of the stump. 24 inches to 35.99 inches diameter	\$_____/stump

	36 inches to 47.99 inches diameter	\$ _____. ____ /stump
	Greater than 48 inches diameter	\$ _____. ____ /stump
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	\$ _____. ____ /unit
16	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	\$ _____. ____ /unit
17	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.	\$ _____. ____ /cy
18	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	\$ _____. ____ /lb.
19	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	\$ _____. ____ /each
20	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	\$ _____. ____ /each

21	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	\$ _____. ____ /lb.
22	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	\$ _____. ____ /cy
23	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ _____. ____ /per linear foot
	10.1 feet to 20 feet(average width)	\$ _____. ____ /per linear foot
	20.1 feet to 35 feet(average width)	\$ _____. ____ /per linear foot
	Greater than 35 feet(average width)	\$ _____. ____ /per linear foot

**CONTRACTOR'S PRICE PROPOSAL – PART II**  
**EQUIPMENT AND LABOR RATES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>HOURLY PRICE</b>
1.	JD 544 Wheel Loader with debris grapple	\$ _____
2.	JD 644 Wheel Loader with debris grapple	\$ _____
3.	Extendaboom Forklift with debris grapple	\$ _____
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ _____
5.	753 Bobcat Skid Steer Loader with bucket	\$ _____
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ _____
7.	30-50 H Farm Tractor with box blade or rake	\$ _____
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ _____
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
10.	JD 648E Log Skidder or equivalent	\$ _____
11.	CAT D4 Dozer	\$ _____
12.	CAT D5 Dozer	\$ _____
13.	CAT D6 Dozer	\$ _____
14.	CAT D7 Dozer	\$ _____
15.	CAT D8 Dozer	\$ _____
16.	CAT 125 – 140 HP Motor Grader	\$ _____
17.	JD 690 Trackhoe with debris grapple	\$ _____
18.	JD 690 Trackhoe with bucket and thumb	\$ _____
19.	Rubber Tired Excavator with debris grapple	\$ _____
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ _____
21.	210 Prentiss Knuckleboom with debris grapple	\$ _____
22.	CAT 623 Self-Loader Scraper	\$ _____
23.	Hand-Fed Debris Chipper	\$ _____
24.	30 Ton Crane	\$ _____
25.	50 Ton Crane	\$ _____
26.	100 Ton Crane (8 hour minimum)	\$ _____
27.	40 – 60' Bucket Truck	\$ _____
28.	Greater than 60' Bucket Truck	\$ _____
29.	Fuel/ Service Truck	\$ _____
30.	Water Truck	\$ _____
31.	Portable Light Plant	\$ _____
32.	Lowboy Trailer with Tractor	\$ _____
33.	Flatbed Truck	\$ _____
34.	Pick-up Truck (unmanned)	\$ _____
35.	Self-Loading Dump Truck with debris grapple	\$ _____
36.	Single Axel Dump Truck, 5 – 12 cu. yd.	\$ _____
37.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
38.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
39.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
40.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____



41. Chainsaw (without operator)	\$ _____
42. Temporary Office Trailer	\$ _____
43. Mobile Command and Communications Trailer	\$ _____
44. Laborer, with small hand tools	\$ _____
45. Skilled Sawman	\$ _____
46. Crew Foreman with cell phone	\$ _____
47. Tree Climber	\$ _____

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

#### **ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. Training and Assistance: Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor. Said activity to include mobilization after notice to proceed, response time to first push, hours to full operations, staging.
- D. Mobile Command Unit: The Contractor shall provide use of the mobile command unit for County's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

**No amount of work is guaranteed under this contract.**

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other material removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name:

Address (City, State, Zip Code):

Office Phone, Fax Number, and Email:

Business Representative Name and Title:

Signature of Representative: \_\_\_\_\_

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN INVITATION TO BID PACKAGE FOR COMPREHENSIVE EMERGENCY MANAGEMENT PLAN GUIDES AND SET THE DATE FOR BID OPENING FOR TUESDAY, DECEMBER 18, 2012 AT 6:15 PM, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

**MEETING DATE REQUESTED:**

NOVEMBER 5, 2012

**Statement of Issue:** THE BOARD TO REVIEW AN INVITATION TO BID PACKAGE

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** YES

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

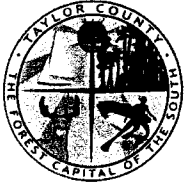
**Contact:** 838-3500x7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THIS PROJECT WILL SYNTHESIZE THE NEWLY UPDATED AND APPROVED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN INTO CONCISE GUIDES FOR THE COUNTY'S EMERGENCY COORDINATING OFFICERS AND DECISION MAKERS.

**Options:** APPROVE/SUGGEST EDITS

**Attachments:** ITB



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK BROWN, County Administrator  
201 E. Green Street, Perry, FL 32347  
(850) 838-3500, extension 7 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

### PUBLIC NOTICE

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed BIDs for consulting services for the creation of individual departmental Comprehensive Emergency Management Plan Guides.

Qualified firms or individuals desiring to provide the required services must submit the BID packages in a sealed envelope or similar package marked "***Sealed BID for Comprehensive Emergency Management Plan Guide Services***" to the Clerk of Court, 1<sup>st</sup> 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 Tuesday, December 18, 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 6:15 P.M. local time, or as soon thereafter as practical, on Tuesday, December 18, 2012, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

BID information **MUST** be obtained from the Emergency Management Department located at the Taylor County Emergency Operations Center, 591 US HWY 27, Perry, Florida 32347.

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:**

Dustin Hinkel  
Taylor County Department of Emergency Management  
201 E. Green Street  
Perry, FL. 32347  
(850) 838-3500

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

## GENERAL BID INFORMATION

1. BID information **MUST** be obtained from the Emergency Management Department, 591 US HWY 27, Perry, Florida 32347, (850) 838-3575.
2. Five (5) BID packages must be submitted in person to the Clerk of Court, 1<sup>st</sup> 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., local time, Tuesday, December 18, 2012.
3. BIDs must be in a sealed envelope plainly marked on the outside: **"Sealed BID for Comprehensive Emergency Management Plan Guide Services".**
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 Tuesday, December 18, 2012 at 6:15 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 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.
10. It is the responsibility of the respondents to fully understand and follow all project expectations.
11. 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.
12. The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED BIDS.**

13. Respondents who elect to send sealed BIDs Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
14. For additional information, contact:

Dustin Hinkel,  
Taylor County Department of Emergency Management.  
201 E. Green Street  
Perry, Florida 32347

(850) 838-3500 extension 7

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



8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)  
who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

## **ATTACHMENT "A"**

### **DESCRIPTION**

The Taylor County Department of Emergency Management is seeking quotations for consulting services for the creation of individual departmental Comprehensive Emergency Management Plan Guides. The purpose of this program will be to provide Taylor County Emergency Coordinating Officers with clear and concise guides outlining planning and operational responsibilities. The plans will provide a single reference for guiding decisions and actions to be made during response and recovery from a major or catastrophic disaster.

The plans will be action-oriented and will outline goals, objectives, and actions to be taken before, during, and after a disaster to improve the speed and quality of Taylor County's preparation, response, and recovery from a disaster. Plans will incorporate the use of checklists that clearly present actions to be taken to achieve responsibilities assigned to each Department/Agency within the Taylor County Comprehensive Emergency Management Plan and its annexes.

### **DELIVERABLES**

The selected contractor will be responsible for the development and delivery of response guides to each Department/Agency listed in the Taylor County Comprehensive Emergency Management Plan Emergency Support Function Annexes and Standard Operating Guides. The Guides will clearly and concisely present the following critical information:

- NIMS/ICS principles overview
- Taylor County Emergency Response Team Concept of Operations
- Taylor County Emergency Response Team Response and Recovery Frameworks
- Assigned Emergency Support Function/Standard Operating Guide responsibilities, objectives, and goals
- Key contact list

Response agencies include:

- Taylor County Public Works
- Taylor County Engineering Department
- Taylor County Building and Planning Department
- Taylor County Sheriff's Office
- City of Perry Police Department
- Taylor County Fire Rescue
- City of Perry Fire Department
- Taylor County School District
- Taylor County Health Department
- City of Perry Public Utilities
- Taylor County Administrator's Office
- Taylor County Animal Control
- Taylor County Property Appraiser
- Taylor County Department of Environmental Services
- Taylor County Office of Purchasing
- Taylor County Human Resources
- Taylor County Board of County Commissioners

The selected contractor will work closely with the Emergency Management Department and will submit drafts for approval. The contractor will deliver hardcopy and digital versions of the completed guides on or before April 1, 2013.

**LUMP SUM, NOT TO EXCEED COST FOR PROJECT  
CONTRACTOR'S PRICE BID**

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## **LOCAL VENDOR PREFERENCE**

Pursuant to Taylor County Ordinance 2003-12, local vendors will be given a preference of 5% of the total quotation for service. The maximum cost differential shall not exceed \$20,000.00. A local vendor is defined as a business which:

- a. Has had a fixed office or distribution point located in and having a street address within Taylor County for at least six months immediately prior to the issuance of the invitation for competitive bids or invitation for BIDs by the county; and
- b. Holds any business license required by the county, and/or, if applicable, the City of Perry; and
- c. Employs at least one full-time employee, or two part-time employees whose primary residence is in Taylor County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Taylor County.

It is the responsibility of the vendor claiming to be a local business as defined above to include their information in their bid or BID. The bid committee shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

## **QUESTIONS**

Any questions regarding the project should be directed to the Emergency Management Director, Dustin Hinkel, who can be reached at 850-838-3500 extension 7 or at [dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com).

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Contract amendment for installation of the Board awarded Frequentis project for the replacement of the 911 System.

**MEETING DATE REQUESTED:**

November 5, 2012

**Statement of Issue:** A contract amendment is needed for the installation and maintenance of the new 911 system.

**Recommended Action:** Approve contract amendment.

**Fiscal Impact:** \$250,077.30 / State 911 Grant

**Budgeted Expense:** Yes

**Submitted By:** Rena' Courtney, 911 Coordinator

**Contact:** 850-584-2429

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Taylor County received state funds for the replacement of the current 911 system. The county has awarded a bid for the purchase of a Frequentis system. A contract amendment is needed in order for the system to be installed.

**Options:**

**Attachments:** Current contract with amended contract for signature.

**1<sup>st</sup> SERVICE CONTRACT ADMENDMENT  
FOR 911 SYSTEM, INLCUDING INSTALLATION AND MAINTENANCE**

**THIS AMENDED AGREEMENT** is made by and between Taylor County, 587 E US Highway 27 Perry, FL 32347 (hereinafter called "County") and Kraus Associates Inc., D/B/A, AK Associates, 326 Porta Rosa Circle, St Augustine, Florida 32092 (hereinafter called "Contractor").

**WHEREAS**, the Florida 911 Grant Program assists counties with the funds to purchase new Next Gen Enhanced 911 (E911) systems, and to provide "seamless" Enhanced 911 throughout the State of Florida; and

**WHEREAS**, County submitted to the Florida 911 Board an Application to replace the existing 911 system; and

**WHEREAS**, on June 16, 2011 State of Florida E911 Board approved the grant application and awarded the Taylor County in the amount of \$250,077.30 for E911 System Replacement, including the configuration, installation, training and warranty support for 1<sup>st</sup> year; and

**WHEREAS**, in accordance with the State of Florida E911 Grant, Taylor County approved AK Associates as the vendor to install the Frequentis Protect 911 system.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

The "County" engages "Contractor" to provide the installation of Frequentis Protect 911 system, under the terms and conditions of the existing service agreement dated May 1, 2006 with the "County". Frequentis shall provide the training and configure the system for the seamless integration with the CAD, voice recorder and ALI database.

**Compensation to "Contractor":**

Total Cost for E911 System Replacement	<b>\$250,077.30</b>
--	---------------------

**Payment Schedule**

<b>Task</b>	<b>Percentage Due</b>	<b>Amount Due</b>
1. Contract Signing	25%	\$62,519.33
2. Equipment shipped	25%	\$62,519.33
3. Equipment on site	25%	\$62,519.32
4. Installation Complete	25%	<u>\$62,519.32</u>
<b>Total Cost</b>		<b>\$250,077.30</b>

*Note: The Contractor shall provide the County with an option to purchase manufactures extended warranty on a yearly basis. The Contractor shall provide a yearly quote to the County for submission to the Florida Rural Grant Program without applying additional mark-up.*

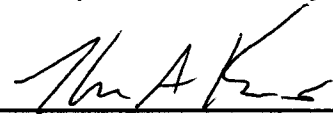
**Venue and Law** - Venue of any litigation as a result of this Contract shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern this contract.

AGREED AND SIGNED THIS 15th DAY OF OCTOBER 2012

**AK ASSOCIATES INC  
(CONTRACTOR)**

**TAYLOR COUNTY 9-1-1  
(COUNTY)**

BY:



Thomas A Kraus, VP of Operations

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

**1<sup>st</sup> SERVICE CONTRACT ADMENDMENT  
FOR 911 SYSTEM, INLCUDING INSTALLATION AND MAINTENANCE**

**THIS AMENDED AGREEMENT** is made by and between Taylor County, 587 E US Highway 27 Perry, FL 32347 (hereinafter called "County") and Kraus Associates Inc., D/B/A, AK Associates, 326 Porta Rosa Circle, St Augustine, Florida 32092 (hereinafter called "Contractor").

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**Compensation to "Contractor":**

Total Cost for E911 System Replacement	<b>\$250,077.30</b>
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**Payment Schedule**

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<b>Total Cost</b>		<b>\$250,077.30</b>



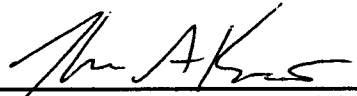
*Note: The Contractor shall provide the County with an option to purchase manufactures extended warranty on a yearly basis. The Contractor shall provide a yearly quote to the County for submission to the Florida Rural Grant Program without applying additional mark-up.*

**Venue and Law** - Venue of any litigation as a result of this Contract shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern this contract.

AGREED AND SIGNED THIS 15<sup>th</sup> DAY OF OCTOBER 2012

AK ASSOCIATES INC  
(CONTRACTOR)

TAYLOR COUNTY 9-1-1  
(COUNTY)

BY:   
Thomas A Kraus, VP of Operations

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



## **AK Associates Inc.**

---

**9-1-1 Specialists**

7 Independence Ave

Derry, New Hampshire 03038

January 30, 2006

Ken Dalton  
9-1-1 Coordinator  
108 N. Jefferson St  
Perry, FL 32347

Dear Mr. Dalton,

On behalf of the team of 9-1-1 professionals at AK Associates Inc., we are pleased to be the vendor selected to install and maintain the CML and microDATA Enhanced 9-1-1 solution that was outlined in AK Associates proposal for Phase II Compatible E9-1-1 Selective Routing Equipment, ALI Database and Services.

AK Associates is keenly aware of the importance of these initiatives. We are very excited about this opportunity and appreciate being the selected vendor.

Enclosed are two copies of our standard 9-1-1 contract for installation and maintenance of the equipment outlined in our response. Please sign both contracts and return one of the signed copies to AK Associates.

We look forward to a growing a mutually beneficial relationship. If you have any questions, please contact me at (603) 432-5755.

Sincerely,

Elaine M. Kraus, President  
AK Associates Inc.

## **INSTALLATION AND MAINTENANCE SERVICE CONTRACT**

### **Elite Premier Installation and Maintenance Service**

This Agreement is entered into between Taylor County, 587 E US Highway 27 Perry, FL 32347 (hereinafter called "County") and AK Associates Inc., 7 Independence Ave, Derry, NH 03038 (hereinafter called "Contractor"). It is agreed between "County" and "Contractor" as follows:

### **Scope of Amended Agreement to include:**

The "County" engages "Contractor" to provide the 9-1-1 equipment and services that were outlined by "Contractor" in the proposal to Taylor County for "Phase II Compatible E9-1-1 Selective Routing Equipment, Mapping Display Software, ALI Database and Services" (see RFP response attachment).

This agreement includes the purchase of the CML equipment as stated in attachment (AK response to RFP):

The "Contractor", shall install, project manage and provide Elite Premier Maintenance of CML 9-1-1 and microDATA equipment for (5) one year periods starting from the installation of the system.

The Scope of Work is more specifically set forth in Amended Responsibilities of the "Contractor".

### **1. Terms of Agreement:**

This agreement is effective from May 1, 2006 thru April 30, 2010 and is automatically renewed for five years (through April 30, 2015), as more specifically set forth in section 4 "Renewal of Contract", unless the "County" notifies the "Contractor" within 90 days of expiration. The "Contractor" shall provide Elite Premier Maintenance service.

### **2. Compensation to "Contractor":**

For the CML and microDATA 9-1-1 system as specified in the response to "County's" RFP for "Phase II Compatible E9-1-1 Selective Routing Equipment and Services" by the "Contractor". The "County" shall pay "Contractor" as outlined in the following payment schedule:

9-1-1 Equipment, Site Preparation and Installation – PO #20060796 for \$183,798.00

### **Payment Schedule**

<b>Task</b>	<b>Percentage Due</b>	<b>Amount Due</b>
1. Contract Signing	25%	\$45,949.50
2. Equipment Inventory On-site	25%	\$45,949.50
3. Equipment Installation	25%	\$45,949.50
4. System Cut-over	25%	\$45,949.50
<b>Total Cost of 9-1-1 Equipment including Installation and Training</b>		<b>\$183,798.00</b>

### **AK Elite Premier Maintenance Service**

AK Associates Elite Premier Maintenance service includes the following:

Includes (labor only) all installation and maintenance service for the CML and microDATA 9-1-1 equipment, including CML ECS-1000s, Sentinel, SEALI (Sentinel Enhanced ALI), ALI Trakker, WALI Routers, AT Store and At Distributor. Response time for major outages is within (2) hours major and (4) hours for minor outages during normal business day and (4) hour response for nights, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem and if corrective action is needed it will be performed remotely or by an on-site visit. In addition this service provides weekly on-site preventive maintenance program, free Project Management (professional services) for system implementation support for all new technologies (like wireless phases I and II and VoIP), 9-1-1 equipment and CAD integration, etc. Elite Premier also provides a **35% discount** on CML and **25% discount** on microDATA and Exacom manufactured hardware and software (off list price) when purchasing new equipment for maintenance, system expansion and upgrades.

*Labor is included in yearly cost for all adds, moves, system changes and system upgrade, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a labor charge to move your existing PSAP). ALL LABOR ASSOCIATED WITH THE CML and microDATA EQUIPMENT IS COVERED UNDER THIS AGREEMENT. Any cost for hardware OR software is the responsibility of customer.*

### **Option 2AKFS – Special Florida Rural County Pricing**

**CML Extended Warranty and AK Elite Premier Maintenance Payment Schedule:**

#### **AK Elite Premier Maintenance**

Year 1 – free  
Year 2 - \$24,500.00  
Year 3 - \$25,000.00  
Year 4 - \$25,500.00  
Year 5 - \$26,000.00

The "Contractor" shall provide the "County" with a invoices for AK Elite Maintenance Service in June 2007 and in December 2007. The "County" shall pay the "Contractor" within (30) days from the invoice date. The "Contractor shall bill the "County" in June and December for each of the remaining years of the contract. The "County" shall pay the "Contractor" within (30) days from the invoice date for each invoice for years 2-5.

### **Manufacture Extended Warranty**

#### **CML**

CML Extended Warranty is free for the first year. CML Extended Warranty on Hardware for Years 2-5 will be passed through to the "County" by the "Contractor" at no additional markup - see following rates:

*Basic Extended Warranty Contract on new CML Manufactured Products*

Year 2 - \$4601

Year 3 - \$4831

Year 4 - \$5073

Year 5 - \$5327

AK Associates shall bill the "County" for CML Extended Warranty, yearly starting in June 2007. The amount invoiced shall reflect the yearly amount in the previous box titled "Basic Extended Warranty Contract on new CML Manufactured Products". The "County" can accept or decline the CML extended warranty at time of invoice.

**microDATA GIS**

The first year is free for any products purchased in contract. If the "County" elects microDATA Extended Warranty (maintenance), microDATA shall bill the county directly for services. See microDATA Extended Warranty (maintenance) quote attached.

**3. Expenses:**

All expenses are included in the yearly invoice amount, except for materials purchased by the "County" through the "Contractor" and/or pre-approved travel outside the scope of this agreement.

**4. Renewal of Contract:**

The agreement will be automatically renewed at the rates provided as set forth in Section 2, Compensation to "Contractor"; unless the "County" notifies the "Contractor" within 90 days of expiration. The "County" has the option to renew the contract for five years at a rate that shall not increase more than 2.5% per year or a new fixed rate can be established between the "County" and the "Contractor". The "County" can exercise a renewal for up to two terms (covering ten years).

**5. Amended Responsibilities of the "Contractor":**

The "Contractor" shall have and perform the following duties, obligations, and responsibilities for the "County":

The "Contractor" will install the CML and microDATA 9-1-1 equipment stated in the "Contractor's" quote for RFP for "Phase II Compatible E9-1-1 Selective Routing Equipment, Mapping and A'LI Database and Services".

**AK Elite Premier Maintenance**

- CML ESC-1000 work stations - provide all first tier labor support at the Taylor County 9-1-1 PSAP. All hardware, software and associated miscellaneous materials are the responsibility of the "County" and/or the equipment

manufacture. The "Contractor" is not responsible for hardware or software, only the labor to maintain or install the hardware and software.

- Maintenance (labor only) will be performed by the "Contractor" for all work performed on the CML ESC-1000, microDATA software and associated components located within Taylor County.
- On-site training, this class may be done at various times at no additional costs. The "County" is responsible for all training materials supplied by CML and microDATA after the initial training.
- Testing, identification and referral of wireless, wireline and VoIP 9-1-1 troubles to the proper telephone service provider(s) and/or other vendors associated with 9-1-1 service.
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem.
- Labor to install all minor non-scheduled upgrades of CML, microDATA and Exacom hardware and software equipment.
- Labor to install yearly scheduled upgrades of CML, microDATA and Exacom hardware and software equipment. The "County" is responsible for all hardware, software, associated miscellaneous materials and upgrade costs from CML, microDATA and Exacom.
- Includes daily remote preventive maintenance. If a problem is discovered during remote maintenance it will be resolved either remotely or by a site visit. The telephone line used for Remote diagnostics is the responsibility of the "County".
- Weekly on-site preventive maintenance for CML 9-1-1 equipment and the 9-1-1 network.
- Free Project Management (professional services) for system implementation support for wireless phase II.
- Labor to install, relocate, or remove any new or existing CML, microDATA and Exacom equipment, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a labor charge to move your existing PSAP). ALL LABOR ASSOCIATED WITH THE CML and microDATA ALI TRAKKER EQUIPMENT IS COVERED UNDER THIS AGREEMENT. Any cost for hardware or software is the responsibility of customer.
- Fee Consulting Services.
- Provide the "County" with a **35% discount** off CML and **25% discount** off microDATA manufactured components including software and hardware list prices.

**On-site Technical Service Support** – only with Elite Premier Maintenance only option. One day a week to provide on-site preventive maintenance service to be scheduled weekly Monday through Friday except for approved County (State) Holidays.

**Remote Technical Service Support** – 24 hour service performed by an AK Associate trained technician for all out of hour service problems. Response shall be within a maximum two hour time frame. AK Associates shall provide the "County" with a current escalation list, including an 800 number for all service requests.

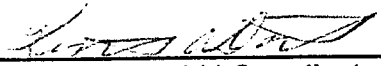
6. Venue and Law - Venue of any litigation as a result of this Contract shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern this contract.

AGREED AND SIGNED THIS 1st DAY OF MAY 2006

AK ASSOCIATES INC  
(CONTRACTOR)

TAYLOR COUNTY 9-1-1  
(COUNTY)

BY:   
Elaine M. Kraus, President

By:   
Ken Dalton, 911 Coordinator

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## *County Commission Agenda Item*

**SUBJECT/TITLE:**

The Board to discuss funding for paving Agner Acres as requested by Commissioner Pam Feagle


**MEETING DATE REQUESTED:**

Nov 5, 2012

**Statement of Issue:** Commissioner Feagle is requesting that the Board assist her in funding the Agner Acres road paving project.

**Recommended Action:** Board's discretion

**Fiscal Impact:** \$170,000

**Budgeted Item:** Pending

**Submitted By:** Jack R. Brown, County Administrator

**Contact:** (850) 838-3500, Ext. 7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Commissioner Feagle desires to pave Agner Acres road. The County Engineer has estimated that it would cost approximately \$170,000 to pave it.

Commissioner Feagle has \$48,547 in her District Account

**Options:** One or more County Commissioners may consider offering to to fund all of the remaining balance of \$121,453, or a portion and the rest from the common account.

**Attachments:**



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER ACCEPTING A SETTLEMENT AGREEMENT IN THE AMOUNT OF \$4,000 FROM THE ESTATE OF MR. DOUGLAS B. DULIN, AS AGENDAED BY THE COUNTY ATTORNEY.

**MEETING DATE REQUESTED:**

**NOVEMBER 5, 2012**

**Statement of Issue: THE BOARD TO CONSIDER A SETTLEMENT AGREEMENT**

**Recommended Action: DISCUSSION**

**Fiscal Impact: \$4,000**

**Budgeted Expense: N/A**

**Submitted By: CONRAD BISHOP, COUNTY ATTORNEY**

**Contact: 838-3500x7**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments: BISHOP REQUEST**

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

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III  
ERNIE PAGE, IV

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

(850) 584-6113  
FAX (850) 584-2433

October 17, 2012

VIA EMAIL AND REGULAR MAIL

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

Mr. Jack Brown  
County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: Estate of Douglas B. Dulin

Dear Annie Mae and Jack:

Please find enclosed a copy of a letter I received from Attorney Clay Schnitker of Madison, Florida.

I request that this issue be placed on the agenda for the next regular meeting so the Board can determine if they want to accept this offer.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

enclosure

LAW OFFICES  
**DAVIS, SCHNITKER, REEVES & BROWNING, P.A.**

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\*BOARD CERTIFIED  
APPELLATE LAWYER  
#BOARD CERTIFIED  
CITY, COUNTY AND  
LOCAL GOVERNMENT  
LAWYER  
+ALSO ADMITTED IN  
GEORGIA

Florida Registered Paralegals  
ANNETTE M. SOWELL, CP  
JOYCE A. BROWN  
ANA M. WEEKS

October 15, 2012

Conrad Bishop  
Post Office Box 167  
Perry, Florida 32348

Re: Estate of Douglas B. Dulin  
Answer filed by Taylor County  
Taylor County Case No. 2012-000532CPC

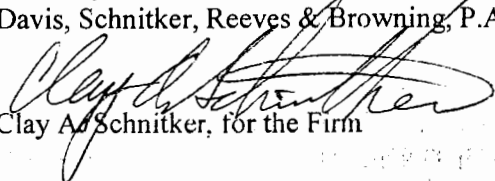
Dear Conrad:

This letter is to follow up our telephone conference last week. The key issue in this case is whether the Decedent's home in Taylor County, as described in the Petition for Summary Administration, was the Decedent's homestead, and thus exempt from the claims of the Decedent's creditors, including the County. The Decedent was sick for the last few months of his life and moved in with one of his daughters for care, resulting in facts that can be argued on each side of this issue. In an effort to compromise, my clients, the Petitioners in the Summary Administration case, would offer to settle the dispute with the County. My clients will pay the County \$4,000.00 (which is the amount of money in Mr. Dulin's account, and was joint with one of his daughters) to withdraw its Answer to and consent to the Petition for Summary Administration, provided no other creditors contest the Petition.

If this is acceptable to Taylor County, I propose that my clients deposit into my trust account the amount of \$4,000.00, and I will send a consent to you for the County to sign. If an Order is entered on the Petition finding that the property was the Decedent's homestead and is exempt from the claims of the Decedent's creditors, then I would pay this money to Taylor County. Otherwise (such as if any other creditors file object to the Petition), I would return this money to my clients and we will have to litigate the issue of homestead.

Please let me know if this offer is acceptable. This letter is an offer in compromise, and cannot be used as evidence in any subsequent court proceeding. Thank you for your courtesies.

Sincerely,  
Davis, Schnitker, Reeves & Browning, P.A.

  
Clay A. Schnitker, for the Firm

cc: Crystal Bochnia  
Kim Oglesby

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE COUNTY ATTORNEY TO PROVIDE THE BOARD WITH AN  
UPDATE ON VAUGHN LANE.



**MEETING DATE REQUESTED:**

NOVEMBER 5, 2012

**Statement of Issue:** THE BOARD TO RECEIVE AN UPDATE

**Recommended Action:** DISCUSSION

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**