

SUGGESTED AGENDA

AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, OCTOBER 22, 2013
5:30 P.M.

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

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

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF CONSENT ITEMS A - E:

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))

- A. APPROVAL OF MINUTES of August 20, 27, September 3, 16 and 23 (Budget Public Hearings), 2013.

- B. EXAMINATION AND APPROVAL OF INVOICES.
- C. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE CERTIFICATION OF COMPLETION STATEMENT FOR THE KEATON BEACH COASTAL PARK PARKING PROJECT, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
- D. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE INMATE MEDICAL BENEFIT PLAN DOCUMENT AND SUBSEQUENT POLICY PERIOD OFFER, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.
- E. THE BOARD TO CONSIDER APPROVAL OF ANNUAL CERTIFIED BUDGET AND CONTRACTUAL SERVICES AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF ADMINISTRATION FOR MOSQUITO CONTROL, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

AWARDS/RECOGNITION:

- 2F. THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION PROCLAIMING THE MONTH OF OCTOBER 2013 AS FLORIDA FOREST FESTIVAL MONTH.

BIDS/PUBLIC HEARINGS:

3. THE BOARD TO HOLD THE SECOND & FINAL PUBLIC HEARING, SET FOR THIS DATE AT 5:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT ON THE POSSIBLE GRANT SUBMISSION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE 2020 FUNDING CYCLE.
4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 5:35 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON A REQUEST BY JOHNNY DRIGGERS TO MOVE ANDREWS LAKE ROAD FROM THE MIDDLE OF HIS PROPERTY.
5. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE

PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

6. DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS, TO APPEAR TO REQUEST THAT THE BOARD APPOINT PRIMARY AND ALTERNATE MEMBERS TO THE CANVASSING BOARD.
7. SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO PRESENT THE QUARTERLY UPDATE ON ECONOMIC DEVELOPMENT INITIATIVES.

COUNTY STAFF ITEMS:

8. THE BOARD TO CONSIDER APPROVAL OF CHANGES IN MEMBERSHIP TO THE CITIZENS ADVISORY TASK FORCE (CATF) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION SUBMISSION PERIOD, AS AGENDAED BY THE GRANTS COORDINATOR.
9. THE BOARD TO CONSIDER APPROVAL OF EMS GRANT APPLICATION, ADOPTION OF AUTHORIZING RESOLUTION, AND REQUEST FOR FUND DISTRIBUTION, TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF HEALTH EMS COUNTY GRANT PROGRAM, ON BEHALF OF DOCTORS' MEMORIAL HOSPITAL (DMH), AS AGENDAED BY THE GRANTS COORDINATOR.

COUNTY ADMINISTRATOR ITEMS:

10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF PROPOSED APPLICATION FOR RESIDENTIAL SOLID WASTE HAULING SERVICES PERMIT.
11. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
12. ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.
YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

13. BOARD INFORMATIONAL ITEMS:

14. 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

- 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, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

C.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to ratify the County Administrator's signature on the Certification Of Completion Statement for the Keaton Beach Coastal Park parking project. This project was funded in part with a Florida Boating Improvement Program (FBIP) grant.

MEETING DATE REQUESTED:

October 22, 2013

Statement of Issue: Board to ratify the County Administrator's signature on the Certification Of Completion Statement required to request reimbursement from the FBIP grant program for the construction of the new parking facility at Keaton Beach Coastal Park.

Recommended Action: Ratify the County Administrator's signature

Budgeted Expense: Not Applicable. The County was awarded \$275,000 in FBIP grants for the construction of parking facilities at Keaton Beach Coastal Park for boater overflow from the adjacent Keaton Beach Boat Ramp. The County has submitted a reimbursement request to FBIP and the Certification Of Completion Statement is a requirement to receive reimbursement.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received two grants from the Florida Boating Improvement Program (FBIP) totaling \$275,000 for the construction of parking facilities at Keaton Beach Coastal Park for boaters accessing the adjacent Keaton Beach Boat Ramp. The County has submitted the required reimbursement request and grant close out documents to FBIP and the Certification Of Completion Statement is required to receive reimbursement.

Attachments: Certification Of Completion Statement



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Florida Boating Improvement Program

CERTIFICATION OF COMPLETION STATEMENT

I, Jack Brown, County Administrator
(Print Name and Title)

representing Taylor County Board of Commissioners
(Name of Local Government)

do hereby certify that the Florida Boating Improvement Program project funded by FWC Contract No. 10253 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature)

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

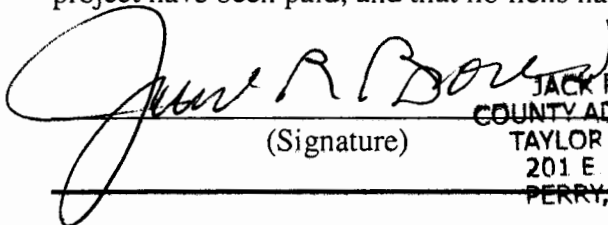
Florida Boating Improvement Program

CERTIFICATION OF COMPLETION STATEMENT

I, Jack Brown, County Administrator
(Print Name and Title)

representing Taylor County Board of Commissioners
(Name of Local Government)

do hereby certify that the Florida Boating Improvement Program project funded by FWC Contract No. 10253 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.


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

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____

Date: _____

Name: _____

Title: _____

D.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE INMATE MEDICAL BENEFIT PLAN DOCUMENT AND SUBSEQUENT POLICY PERIOD OFFER, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

OCTOBER 22, 2013

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

Recommended Action: APPROVE

Fiscal Impact: APPROXIMATELY \$19,000

Budgeted Expense: YES

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD APPROVED OPTION #1 OF THE INMATE CATASTROPHIC HEALTH INSURANCE PLAN AND TASK THE ADMINISTRATOR TO EXECUTE THE PAPERWORK AT THE OCTOBER 7 MEETING.

Options: APPROVE/NOT APPROVE

Attachments: PLAN DOCUMENT
POLICY OFFER

Inmate Medical Benefit Plan Document

PLAN SPONSOR: **Taylor County Jail and
Taylor County Board of County Commissioners**

EFFECTIVE DATE: **October 1, 2013**

DEFINITIONS:

- A. AVERAGE DAILY MAXIMUM (ADM) means the maximum allowable amount on a per day basis shown in the Schedule of Insurance.
- B. EDUCATIONAL OR REHABILITATIVE CARE means care for restoration (by education or training) of one's ability to function in a normal or near normal manner following any illness or injury. This type of care includes, but is not limited to, physical therapy, occupational therapy, and speech therapy.
- C. EXPERIMENTAL PROCEDURE means any medical procedure, equipment, treatment or course of treatment, or drugs or medicines that are: (a) limited to research; (b) not proven in an objective manner to have therapeutic value or benefit; (c) restricted to use by medical facilities capable of carrying out scientific studies; (d) of questionable medical effectiveness; or (e) would be considered inappropriate medical treatment. To determine, in its sole discretion, whether a procedure is experimental, the Plan will consider, among other things, commissioned studies, opinions and references to or by the American Medical Association, the Food and Drug Administration, the Department of Health and Human Services, the National Institute of Health, the Council of Medical Specialty Societies and any other association or program or agency that has the authority to review or regulate medical testing or treatment.
- D. HOSPITAL means an acute care facility which meets all of the following criteria:
 - 1. such hospital is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility;
 - 2. operates as a hospital pursuant to applicable law;
 - 3. operates primarily for the reception, care, and treatment of sick or injured persons who are not sick or injured "Inmates";
 - 4. provides 24-hour nursing service by "Registered Nurses" on duty or on call;
 - 5. has a staff of one or more "Physicians" at all times;
 - 6. provides organized facilities and equipment for diagnosis and treatment of acute medical, surgical and psychiatric ward conditions on premises; and
 - 7. is not primarily a psychiatric hospital, long-term care facility; extended care facility; nursing rest or custodial care or convalescent home; a place for the aged, drug addicts, alcoholics or runaways; or similar establishments.

- E. ILLNESS means a sickness or disease. "Illness" does not include learning disabilities, attitudinal disorders, or disciplinary problems.
- F. INJURY means bodily injury resulting from an accidental, unforeseen event. For purposes of this Plan Document, an attempted suicide shall be deemed to be an accidental, unforeseen event
- G. INMATE means a person(s) arrested by a designated licensed authority or in the care, custody and control of the "Plan Sponsor". Such persons (i) will remain "Inmates" up until the date of discharge from incarceration as designated by the governing body or judicial entity that sentenced such "Inmate" or any date earlier as deemed appropriate by the same governing body; or a judicial entity with lawful jurisdiction; and will cease to be "Inmates" as of the date of discharge from incarceration, even if such date of discharge occurs while such "Inmate" is hospitalized.
- H. INPATIENT means an "Inmate" who meets all of the following criteria:
1. such "Inmate" is admitted as an inpatient to the "Hospital"; or is being held for observation and or testing at a hospital facility.
 2. such "Inmate" incurs expenses for room and board that are charged to the "Named Insured" or the lawfully appointed designee of the Plan Sponsor.
- I. MEDICALLY NECESSARY means necessary and appropriate for the diagnosis or treatment of an "Illness" or "Injury" based on generally accepted current medical practice. A service, medicine or supply will not be considered "Medically Necessary" if it:
1. is provided only as a convenience to the "Inmate";
 2. is not appropriate for the "Inmate's" diagnosis or symptoms; or
 3. exceeds (in scope, duration or intensity) that level of care, which is needed to provide safe, adequate and appropriate diagnosis or treatment.
- J. MENTAL OR NERVOUS DISORDER means a mental or emotional disease or disorder that is listed in the current edition of the Diagnostic and Statistical manual for Mental Disorders of the American Psychiatric Association and denotes the following:
1. a disease of the brain with predominant behavioral symptoms;
 2. a disease of the mind or personality, evidenced by abnormal behavior; or
 3. a disorder of conduct evidenced by socially deviant behavior.
- K. ON SITE CLINIC means a clinic or medical facility providing any kind of healthcare, psychological, nutritional, or psychiatric services located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.
- L. ORGAN TRANSPLANT PROCEDURES means any transplant procedure including, but not limited to, kidney, cornea, heart, lung, heart-lung, liver, pancreas and bone marrow transplants.

- M. **OUTPATIENT SURGICAL CENTER** means any outpatient same-day surgery center which meets both of the following criteria:
1. has facilities that are operated primarily for the purpose of performing surgical procedures and is licensed by the State in which it resides.
 2. such center is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.
- N. **PHYSICIAN** means a person performing services within the scope of his or her license, who is a duly licensed: (1) doctor of medicine (MD), (2) doctor of osteopathy (DO), or physician assistant (PA).
- O. **PLAN COVERAGE PERIOD** means a 12 month period commencing on the Effective Date shown above or such shorter period of time if this plan is terminated earlier.
- P. **PLAN ADMINISTRATOR** means the Plan Sponsor who shall undertake the administration of claims or a Third Party Administrator hired by the Plan Sponsor to perform the said duties. The Administrator shall:
1. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims,
 2. maintain accurate records of all claims payments,
 3. provide case management to appropriately manage the care of all "Hospital Inpatient Services".
- Q. **REASONABLE AND CUSTOMARY** means the usual charge made by a group, entity or person who renders or furnishes similar services, treatments or supplies; provided the charge is not in excess of the general level of charges made by others who render or furnish the same or similar services, treatments or supplies to persons; (1) who reside in the same geographical area (as determined by the Center for Medicare and Medicaid ("CMS") Guidelines); and (2) whose "Illness" or "Injury" is comparable in nature and severity.

In determining whether a charge is reasonable, one or more of the following factors may be considered:

1. the level of skill, extent of training and experience required to perform the procedure or service;
2. the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services;
3. the severity of the nature or "Illness" or "Injury" being treated; the amount charged for the same or comparable services, medicines or supplies in other parts of the country.
4. the cost to the provider of providing the service, medicine, or supply;

- R. REGISTERED NURSE means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his/her name.
- S. SUBSTANCE ABUSE means alcohol, drug or chemical abuse, overuse or dependency.
- T. SURGERY means:
1. an invasive diagnostic procedure performed by a "Physician"; or
 2. the treatment of "Illness" by manual or instrumental operations performed by a "Physician" while the patient is under general or local anesthesia.

PLAN BENEFIT DESCRIPTION:

The Plan covers the following Allowable Medical Expenses incurred by an "Inmate" for the treatment of an "Injury" or "Illness" during the Plan Coverage Period. Such charges are covered at the Plan Benefit Coinsurance and subject to:

- the Limitations shown in the Schedule of Benefits;
- the Exclusions; and
- all other terms and conditions of the Plan.

SCHEDULE OF BENEFITS:

Plan Benefit Coinsurance:	100% of "Allowable Medical Expenses"
Inpatient Hospital Services:	Limited to the lesser of the amount paid or an "Average Daily Maximum" (ADM) per admission of \$20,000 for the first three days and \$12,000 for each day thereafter.
Outpatient Surgical Services:	Limited to \$40,000 per outpatient surgical visit.

ALLOWABLE MEDICAL EXPENSES:

Inpatient Hospital Services:

The following services provided and billed by a "Hospital" while the "Inmate" is an "Inpatient". All services and supplies must be administered by or under the direction of a "Physician".

- A. Emergency Room Services and Ambulance Services as long as the "Inmate" is admitted to the "Hospital" on an "Inpatient" basis for further services and or treatment within 24 hours.
- B. The use of any type of room and board; operating, treatment, recovery and daily room and board.
- C. services and supplies that are routinely provided by the "hospital" to "inpatients."
- D. Supplies including but not limited to:

- Dressings
 - Sutures
 - Casts
 - Other supplies which are deemed "medically necessary."
- E. Diagnostic Testing including but not limited to:
- Radiological
 - Ultrasonographic
 - Laboratory
 - Radiation Therapy or treatment
- (Psychometric behavioral and educational testing is not included.)
- F. Other Charges:
- Oxygen and other gases and their administration thereof
 - Anesthetics and their administration thereof
- G. Hemodialysis (services and charges by the "hospital") as long as it is done on an "inpatient" basis.
- H. Processing and administration of blood or administration of blood components

Outpatient Surgical Services:

Services provided and billed by a "Hospital" or an "Outpatient Surgical Center" for "Surgery". The "Inmate" must be discharged within 24 hours of admission. All services and supplies must be administered by or under the direction of a "Physician".

EXCLUSIONS:

- A. Any expenses which are not "Medically Necessary".
- B. Any expenses in excess of the "Reasonable and Customary" charge.
- C. Any expenses which were incurred prior to the Effective Date of the Plan.
- D. Consulting Fees.
- E. Expenses which are covered, recoverable, or attributable to, any other medical or hospitalization benefit policy or insurance.
- F. Dental, Vision or hearing services unless the services are the direct result of an "Injury", or "Illness".
- G. Services that do not qualify as "Hospital Inpatient Services" or "Outpatient Surgical Services", including, but not limited to:
 1. "Physician" office visits
 2. Services rendered at the site of the emergency
 3. Healthcare services or medicine administered or provided at a jail or correctional facility
 4. Prescription drugs provided to an "inmate" not on an "inpatient" or "surgical outpatient" basis.

- H. "On site Clinic" services expenses.
- I. "Experimental Procedures", drugs, or research studies, or any services or supplies not considered legal in the United States.
- J. "Organ Transplant Procedures" or any organ donations.
- K. "Mental or Nervous Disorders", rehabilitation treatment.
- L. "Substance Abuse" expenses, programs for the rehabilitation treatment thereof.
- M. Dependent care and any related expenses.
- N. Any expenses related to or from War, whether declared or undeclared, hostilities, invasion or civil war.
- O. Any expenses resulting from and "injury" or "illness" that is a direct result of a nuclear or radioactive accident.
- P. Any expenses which are incurred after the "inmate" is released from custody or control from the correctional authorities.
- Q. "Expenses for, in connection with, or arising out of providing security or guarding of any "inmate" while such "inmate" is an "inpatient" in a "hospital" or such "inmate" is receiving "outpatient surgical services". "Injuries" sustained by the "inmate" as a direct result of the "inmate" needing to be restrained or controlled will be considered covered expenses so long as it can be shown that only reasonable force was exercised by law enforcement personnel.
- R. Any custodial care, "Educational or Rehabilitative Care" or nursing services expenses while primarily confined to receive such services.
- S. Any expenses that result from services solely for cosmetic or aesthetic purposes.
- T. Expenses for vocational or recreational therapy or vocational rehabilitation.
- U. Expenses for preventative care, including routine physical examinations, premarital examinations and educational programs.
- V. The following expenses for conception and childbirth:
 - Any drug, treatment or procedure that either promotes or prevents conception or childbirth
 - Artificial insemination, treatment of infertility, impotency and sterilization
 - Abortion (unless the life of the mother would be endangered if the fetus was carried to term)
 - Care of newborn infants.

Allowable Medical Expenses related to complications of pregnancy are covered.

- W. The following cosmetic, weight loss or body transforming services
 - Weight modification, surgery for obesity

- Wiring of teeth, Gastric bypass, lap band or any related surgery
- Breast augmentation , reduction and sex/gender changes

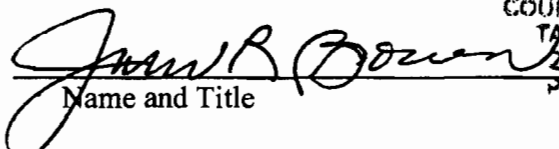
X. Marriage, Family or Child Counseling.

Y. Any payment of, or because of punitive or exemplary charges.

Z. If this plan is new to the "Plan Sponsor", expenses for an "illness" of an "inmate" who is hospitalized on the effective date or within 72 hours after the effective date of this plan. This would not apply to a new inmate arriving during the 72 hour period.

Plan Sponsor **Taylor County Jail and**
Taylor County Board of County Commissioners

Plan Document Reviewed and Approved by:

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

10/10/2013
Date

Initial number of Inmates on the Effective Date: 88

UNIMERICA INSURANCE COMPANY

SUBSEQUENT POLICY PERIOD OFFER



Employer: TAYLOR COUNTY JAIL & TAYLOR COUNTY
Effective Date: OCTOBER 01, 2013
Producer: TAMARA TRETTER
Underwriter: NAOMI ZELLERS
Sales Reps: KURT HAAG
Date: 09/13/2013

SPECIFIC COVERAGE

Specific Deductible Amount

Specific Maximum

EMPLOYEE

FAMILY

Total Lives/Annual Premium

Commission

Benefits Covered

Specific Contract Basis

	Option 1	Option 2
	\$30,000	\$35,000
	\$250,000	\$250,000
88	\$17.93	\$16.40
0	\$0.00	\$0.00
88	\$18,934.08	\$17,318.40
	17%	17%
	MED	MED
	12/18	12/18

CONDITIONS AND ASSUMPTIONS

~ MINIMUM ANNUAL PREMIUM: 90% OF ANNUAL PREMIUM SHOWN ABOVE

HOSPITAL AVERAGE DAILY MAXIMUM: \$20,000 (DAYS 1-3) & \$12,000 (DAY 4 AND EACH DAY THEREAFTER)

INCLUDES COVERAGE FOR AIDS/HIV & PREGNANCY

~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.

~ Assumes current plan design as stated in Plan Document.

~ Assumes the plan will have PPO: CURRENT DISCOUNTS (40%) Case Manager: n/a TPA: n/a

~ Retirees are not covered for medical benefits.

~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.

~ The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer and coverage.

~ In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.

Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 10/1/13

Circle Coverages & Options Elected

Dated: 10/11/2013

Signature: Jack R. Brown

Title:

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

E

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER RATIFICATION OF THE BOARD OF COUNTY COMMISSIONERS CHAIRMAN'S SIGNATURE APPROVING ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL AND CONTRACTUAL SERVICES AGREEMENT FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF ADMINISTRATION AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

OCTOBER 7, 2013

Statement of Issue: THE BOARD TO CONSIDER RATIFICATION OF THE BOARD OF COUNTY COMMISSIONERS CHAIRMAN'S SIGNATURE

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STATE FUNDING FOR MOSQUITO CONTROL REQUIRES TWO (2) COPIES OF ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL AND TWO (2) COPIES OF CONTRACTUAL SERVICES AGREEMENT FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF ADMINISTRATION BE SIGNED AND INITIALED AS INDICATED BY TABS BY BOARD OF COUNTY COMMISSIONERS CHAIRMAN AND RETURNED TO FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF ADMINISTRATION.

Options: APPROVE/NOT APPROVE

Attachments: ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.
Telephone: (850) 617-7995; Fax (850) 617-7969

Submit to:
Bureau of Entomology and
Pest Control
3125 Conner Blvd, Suite N,
MS C-41
Tallahassee, FL 32309-1650

County or District Taylor

FISCAL YEAR: OCTOBER 1, 2013 - SEPTEMBER 30, 2014

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$35,879.00	\$35,879.00	\$0.00
334.1	State Grant	\$30,631.00	\$0.00	\$30,631.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$66,510.00	\$35,879.00	\$30,631.00
Beginning Fund Balance		\$0.00	\$0.00	\$0.00
Total Budgetary Receipts & Balances		\$66,510.00	\$35,879.00	\$30,631.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$36,046.00	\$15,848.00	\$20,198.00
20	Personal Services Benefits	\$15,584.00	\$6,326.00	\$9,258.00
30	Operating Expense	\$125.00	\$125.00	\$0.00
40	Travel & Per Diem	\$587.00	\$0.00	\$587.00
41	Communication Serv	\$695.00	\$695.00	\$0.00
42	Freight Services	\$0.00	\$0.00	\$0.00
43	Utility Service	\$264.00	\$264.00	\$0.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$1,000.00	\$1,000.00	\$0.00
46	Repairs & Maintenance	\$1,700.00	\$1,700.00	\$0.00
47	Printing and Binding	\$0.00	\$0.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$688.00	\$100.00	\$588.00
51	Office Supplies	\$480.00	\$480.00	\$0.00
52.1	Gasoline/Oil/Lube	\$2,752.00	\$2,752.00	\$0.00
52.2	Chemicals	\$5,639.00	\$5,639.00	\$0.00
52.3	Protective Clothing	\$200.00	\$200.00	\$0.00
52.4	Misc. Supplies	\$0.00	\$0.00	\$0.00
52.5	Tools & Implements	\$0.00	\$0.00	\$0.00
54	Publications & Dues	\$750.00	\$750.00	\$0.00
55	Training	\$0.00	\$0.00	\$0.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
TOTAL BUDGET AND CHANGES		\$66,510.00	\$35,879.00	\$30,631.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	\$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$66,510.00	\$35,879.00	\$30,631.00
ENDING FUND BALANCE		\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this _____ Day of _____ 20_____

SIGNED: _____
Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control

SIGNED: _____
Bureau of Entomology and Pest Control

DIVISION OF AGRICULTURAL
ENVIRONMENTAL SERVICES
BUREAU OF ENTOMOLOGY AND PEST CONTROL
(850) 617-7997
(850) 617-7967 FAX



THE CONNER BUILDING, SUITE N
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

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

September 3, 2013

Cheryl White
Taylor County Mosquito Control
3750 Highway 98 West
Perry, FL 32347

Dear Cheryl:

Enclosed are two originals of your Mosquito Control Contractual Agreement for fiscal year October 1, 2013 to September 30, 2014.

As most of you are aware, we did not send out a letter this year regarding the requirements in 215.97, F.S. since this issue is addressed in the annual Mosquito Control Contractual Agreement. Please note that initials are required on page three for this requirement.

Please review, initial on page three, sign on page ten, and return one original to our office no later than November 1, 2013. The second original is provided for your files. As a reminder, agreements signed by anyone other than the Chair must be accompanied by written authorization.

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

Sincerely,

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

Stacey D. Reese
Administrative Assistant II

Enclosures



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FDACS CONTRACT #

CONTRACTUAL SERVICES AGREEMENT

020329

This AGREEMENT, made and entered into this _____ day of _____ 2013 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department and the Taylor County Mosquito Control, the CONTRACTOR.

CONTRACT PERIOD: October 1, 2013 through September 30, 2014.

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

The CONTRACTOR agrees to comply with the following requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code.

An operational work plan on FDACS Form 13666 entitled "Operational Work Plan for Mosquito Control", and a detailed work plan on FDACS Form 13623 entitled "Detailed Work Plan Budget – Arthropod Control" providing for the control of mosquitoes are to be filed with the Department not later than July 15, 2013.

Following approval of the work plan and detailed work plan budget by the Department, two notarized (certified) copies of the CONTRACTOR's certified budget on FDACS Form 13617, entitled "Annual Certified Budget for Arthropod Control" shall be submitted to the Department not later than September 30, 2013. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on FDACS Form 13613 entitled "Arthropod Control Budget Amendment" must be submitted to the Department. The certified budget shall show all estimated cash carry-over amounts as a beginning cash balance. When the estimated cash carry-over amount in any fund is less than the actual cash carry-over amounts, a budget amendment shall be submitted to budget the additional amount of funds; however, only local fund carry-over re-budgeted by October 30, 2013 will be matched. NO EXCEPTIONS WILL BE MADE.

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

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

CONTRACTOR shall complete and submit FDACS Form 13652 entitled "Mosquito Control Monthly Activity Report" for pesticide activity to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st). If there is no activity in any given month, CONTRACTOR shall continue to submit monthly reports of accomplishments on the prescribed form to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st) stating "NO ACTIVITY".

State funds received by CONTRACTOR shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, Florida Statutes.

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

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

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

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

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

All equipment purchased pursuant to Chapter 388, Florida Statutes, with state funds made available directly to CONTRACTOR shall become the property of the CONTRACTOR unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by CONTRACTOR shall be maintained in accordance with Section 274.02, Florida Statutes, and recorded on FDACS Form 13666 entitled "Operational Work Plan For Mosquito Control".

Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by CONTRACTOR shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, Florida Statutes.

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

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

If CONTRACTOR is carrying out programs for the control of mosquitoes involving the expenditure of state funds, then it shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same as provided herein.

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

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

Audits conducted pursuant to Section 215.97, Florida Statutes shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General.

Execution of this contract shall serve as CONTRACTOR's acknowledgment that it is subject to Section 215.97, Florida Statutes, and regardless of the amount of the state financial assistance received, the provisions of Section 215.97, Florida Statutes, do not exempt CONTRACTOR, as a non-state entity, from compliance with provisions of law relating to maintaining records concerning state financial assistance to CONTRACTOR or from allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

Please Initial

This Agreement shall be executed and returned to the Department not later than October 1, 2013.

Failure to comply with Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code and this Agreement may result in loss or termination of funds and/or state approval certification.

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.

With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

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

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

The Department will pay the CONTRACTOR in arrears as follows:

An amount not to exceed \$30,000 payable in equal quarterly installments upon receipt of required reports submitted to the Department within statutory deadlines.

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

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

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

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

Transaction Fee: Contractors shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

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

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

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

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

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

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

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

The CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

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

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

It is mutually understood and agreed that this contract is:

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

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

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

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

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

D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building - 407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

(c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

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

The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.

G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

- a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
- b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with Section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

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

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

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

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

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

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

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

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

The Contract Manager for the Contractor is _____ and is located at _____

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES, State of Florida**

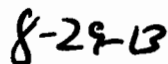
CONTRACTOR:
Taylor County Mosquito Control



Signature



Title



Date

Signature

Title

Date

EXHIBIT - 1

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

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

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

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

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

Federal Program:

List applicable compliance requirements as follows:

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

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

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

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

Awarding Agency: Florida Department of Agriculture and Consumer Services

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

Project Amount: not to exceed \$30,000

CSFA#: 42003

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

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

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



PROCLAMATION FLORIDA FOREST FESTIVAL

WHEREAS, October 2013 marks the 58th Anniversary of the Florida Forest Festival in Taylor County, Florida; and

WHEREAS, in 1956, the citizens of Taylor County, Florida decided to stage a countywide “Pine Tree Festival” as an educational tool to reduce forest fires that were crippling the county’s economic base—the timber industry; and

WHEREAS, over the years the Festival grew and accomplished its aim so well that by 1965 Taylor County could boast the lowest fire record in the nation; and

WHEREAS, in 1965 Taylor County was the top tree-producing county in the South and then Florida Governor Haydon Burns and the Florida Cabinet proclaimed Taylor County the “Tree Capital of the South” and at the urging of Governor Burns, the Pine Tree Festival became the Florida Forest Festival; and

WHEREAS, the goal of the Florida Forest Festival became and remains that of promoting the benefits of “Forestry in Florida”; and

WHEREAS, special activities have been planned throughout the month of October to celebrate the occasion of this anniversary and it is fitting that we should join in the celebration representing more than 50 years of service to the forest industry.

NOW, THEREFORE, be it resolved, that Taylor County does hereby proclaim the month of October, 2013 as *Florida Forest Festival Month*.

PASSED in regular session this 22nd day of October, 2013.

BY: _____

Pam Feagle, Chair
Board of County Commissioners

ATTEST:
Annie Mae Murphy, Clerk of Court
Taylor County, Florida

BY: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the second of two public hearings at 5:30 pm to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2020 Florida Department of Transportation (FDOT) Transportation Alternatives Program. This program was previously known as the Transportation Enhancement Program.

MEETING DATE REQUESTED:

October 22, 2013

Statement of Issue: The Board to hold the second of two public hearings to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2020 FDOT Transportation Alternative Program. The first public hearing was held October 7, 2013 at 5:30 pm.

Recommended Action: Not applicable

Fiscal Impact: It is anticipated FDOT District Two will award and divide \$5M between eighteen (18) counties for the Transportation Alternatives Program FY 2020. This is approximately \$275,000 per County. A cash match is not required. In kind project /grant administration services will be required. If the project requires design, engineering, and bidding services FDOT will provide these services for a portion of the funds awarded.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Transportation Alternative Program applications are submitted five to six years in advance. These funds can be used for the construction of off-road pedestrian and bicycle facilities, safe routes to schools projects, trails, trailheads, walkways, and other applicable infrastructure projects. The County must own all right of way required for the project prior to grant application submission. A possible project for this program is construction of a sidewalk on Old Dixie Highway to South Side Park located at the corner of Old Dixie and Plantation.

The County was recently awarded funding for the 2019 grant submission for the construction of a .79 mile sidewalk from the corner of Green Street and Arena Street to the corner of Green Street and Howard Street. This sidewalk will connect to the existing sidewalk at Howard Street which goes to the school.

Attachments: Information on the FY 2020 Transportation Alternatives Program.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025

ANANTH PRASAD, P.E.
SECRETARY

August 23, 2013

Taylor County: Sent via e-mail

The Florida Department of Transportation is soliciting project applications for the Transportation Alternatives Program for the Work Program cycle for Fiscal Year 2020. The Transportation Alternatives Program was created in 2012 under the Moving Ahead for Progress in the 21st Century Act or MAP-21. The Transportation Alternatives Program replaces the Transportation Enhancement Program of prior years. The application form is attached.

Eligible Projects: The following types of projects are eligible for Transportation Alternatives funding:

- Provision of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, or transportation projects to achieve compliance with the Americans with Disabilities Act.
- The provision of safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
- Construction of turnouts, overlooks, and viewing areas.
- Inventory, control, or removal of outdoor advertising.
- Historic preservation and rehabilitation of historic transportation structures.
- Vegetation management in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control.
- Environmental mitigation activity to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- The Safe Routes to School Program – A separate application form must be filled out and included with the Transportation Alternatives application. Because of the extensive nature of the Safe Routes to School application, an additional year may be needed before a Safe Routes to School project can be programmed.

The Department receives an annual allocation of approximately \$5,000,000 in Transportation Alternatives funds per year to be disbursed among the 18 counties that make up District Two. Applications need to be submitted through the county commission. Please use a separate application for each project, and submit a **maximum of two (2) projects in addition to any Safe Routes to School project applications**. Please prioritize these projects when submitted.

For Taylor County, the following Alternatives Projects are already in the tentative FY 2014 - FY2019 work program and do not require a new application:

- | | | |
|-----------|--------------------|--|
| • 4305171 | Bike Lane/Sidewalk | CR 361 from Dark Island Dr to Keaton Beach Dr |
| • 4322581 | Trailhead | CR 361 Trailhead Keaton Beach |
| • 4339861 | Sidewalk | CR 356 (Green Street) from Arena St to Howard St |

Please note the following:

- Projects that were applied for in a previous year but were not programmed, will need to be requested again if the project is still desired.
- If ALL the Right-of-Way necessary to construct the project is not currently in public ownership, please do not submit an application until you speak with us.
- The "Certification of Project Sponsor" on the last page of the application must be filled out and signed before a project will be programmed.

Once an application is received it will be evaluated for constructability, financial feasibility, and prioritized. If the project is programmed the local agency will be notified that the project will be added to the Tentative 5-Year Work Program. If the project is not programmed but remains a priority with the local agency, then the project will need to be requested in the next solicitation cycle.

Please submit separate projects on separate application forms. Submit completed applications to me no later than **November 29, 2013**. The application may be sent by email or regular mail at the address below.

If you have any questions or comments or need further clarification, please call me at (386) 961-7878 or (800) 749-2967, Extension 7878.

Sincerely,



Barney Bennette
Transportation Alternatives Coordinator
Florida Department of Transportation, District 2
1109 S. Marion Avenue
Mail Station 2014
Lake City, FL 32025-5874

email: barney.bennette@dot.state.fl.us.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS, TO APPEAR BEFORE THE BOARD TO REQUEST THE BOARD APPOINT PRIMARY AND ALTERNATE MEMBERS TO THE CANVASSING BOARD

MEETING DATE REQUESTED:

OCTOBER 22, 2013

Statement of Issue: THE BOARD MUST APPOINT MEMBERS TO THE CANVASSING BOARD

Recommended Action: APPOINT A PRIMARY AND ALTERNATE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS

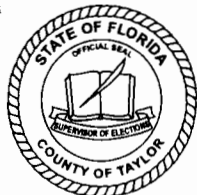
Contact: 838-3516

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SEE ATTACHED LETTER

Options: APPOINT/NOT APPOINT

Attachments: LETTER



Dana Southerland

SUPERVISOR OF ELECTIONS

Street Address: 108 N. Jefferson St., Suite 202 • Perry FL 32347

Mailing Address: P.O. Box 1060 • Perry FL 32348-1060

Phone: 850-838-3515 • Fax: 850-838-3516

taylorelections@gtcom.net

October 14, 2013

Pam Feagle
Chair, Board of County Commissioners

Dear Pam Feagle,

For planning purposes I wanted to bring it to the Board of County Commissioner's attention that the ***Canvassing Board Workshop will be held in Orlando on Friday, January 31, 2014 at the Florida Hotel and Conference Center at the Florida Mall.*** The conference will begin at 10:00am and should conclude around 4:00pm. I know we are a little shy of a year from our first election in the 2014 election cycle but I would certainly encourage whoever was granted the pleasure of serving on the canvassing board next year to attend this workshop.

I would like to bring to your attention the election law changes in Florida Statute 102.141 (copy attached) which takes effect January 1, 2014 and now requires there be an alternate member designated by the board in addition to the board member appointed to serve. This is to ensure that in the event that the first appointed member is unable to be present or fulfill their duties the alternate member may step in and serve as their replacement. Therefore, two board members will need to be selected; a first appointed member and an alternate.

I have not received the registration packets as of today's date and just as soon as I receive that information I will forward it to the board members for consideration, however, in the meantime as a board you might want to go ahead and discuss which two members would be willing and capable of serving.

Also, I have received the information needed to reserve a room if any board member believes they might want to travel over the night before the meeting and I have attached copies of my correspondence indicating such.

For your information, an invitation is also being extended to Conrad C Bishop Jr, County Attorney and Honorable Bill Blue, County Judge.

The 2014 election cycle is sure to be an exciting one and I look forward to working with the board members who are lucky enough to be honored with this service.

If you have any questions please don't hesitate to call.

Sincerely,


Dana Southerland
Supervisor of Elections
Taylor County

102.112 Deadline for submission of county returns to the Department of State.—

(1) The county canvassing board or a majority thereof shall file the county returns for the election of a federal or state officer with the Department of State immediately after certification of the election results. The returns must contain a certification by the canvassing board that the board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

(2) Returns must be filed by 5 p.m. on the 7th day following a primary election and by noon on the 12th day following the general election. However, the Department of State may correct typographical errors, including the transposition of numbers, in any returns submitted to the Department of State pursuant to s. 102.111(2).

(3) If the returns are not received by the department by the time specified, such returns shall be ignored and the results on file at that time shall be certified by the department.

(4) If the returns are not received by the department due to an emergency, as defined in s. 101.732, the Elections Canvassing Commission shall determine the deadline by which the returns must be received.

History.—s. 30, ch. 89-338; s. 7, ch. 99-140; s. 40, ch. 2001-40; s. 57, ch. 2005-277; s. 32, ch. 2007-30; s. 26, ch. 2008-95; s. 13, ch. 2010-167.

102.121 Elections Canvassing Commission to issue certificates.—The Elections Canvassing Commission shall make and sign separate certificates of the result of the election for federal and state officers, which certificates shall be written and contain the total number of votes cast for each person for each office. The certificates, the one including the result of the election for presidential electors and representatives to Congress, and the other including the result of the election for state officers, shall be recorded in the Department of State in a book to be kept for that purpose.

History.—s. 35, ch. 3879, 1889; RS 189; s. 66, ch. 4326, 1895; GS 250; RGS 294; CGL 350; s. 6, ch. 26870, 1951; ss. 10, 35, ch. 69-106; s. 25, ch. 77-175.

Note.—Former s. 99.51.

102.131 Returns before canvassing commission.—If any returns shall appear to be irregular or false so that the Elections Canvassing Commission is unable to determine the true vote for any office, nomination, constitutional amendment, or other measure presented to the electors, the commission shall so certify and shall not include the returns in its determination, canvass, and declaration. The Elections Canvassing Commission in determining the true vote shall not have authority to look beyond the county returns. The Department of State shall file in its office all the returns, together with other documents and papers received by it or the commission. The commission shall canvass the returns for presidential electors and representatives to Congress separately from their canvass of returns for state officers.

History.—s. 35, ch. 3879, 1889; RS 189; s. 66, ch. 4326, 1895; GS 249; RGS 293; CGL 349; s. 6, ch. 26870, 1951; s. 5, ch. 65-129; ss. 10, 35, ch. 69-106; s. 25, ch. 77-175; s. 46, ch. 79-400.

Note.—Former s. 99.50.

102.141 County canvassing board; duties.—

(1) The county canvassing board shall be composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners. Alternate canvassing board members must be appointed pursuant to paragraph (e). In the event any member of the county canvassing board is unable to serve, is a candidate who has opposition in the election being canvassed, or is an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed, such member shall be replaced as follows:

(a) If no county court judge is able to serve or if all are disqualified, the chief judge of the judicial circuit in which the county is located shall appoint as a substitute member a qualified elector of the county who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. In such event, the members of the county canvassing board shall meet and elect a chair.

(b) If the supervisor of elections is unable to serve or is disqualified, the chair of the board of county commissioners shall appoint as a substitute member a member of the board of county commissioners who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. The supervisor, however, shall act in an advisory capacity to the canvassing board.

(c) If the chair of the board of county commissioners is unable to serve or is disqualified, the board of county commissioners shall appoint as a substitute member one of its members who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed.

(d) If a substitute member or alternate member cannot be appointed as provided elsewhere in this subsection, or in the event of a vacancy in such office, the chief judge of the judicial circuit in which the county is located shall appoint as a substitute member or alternate member a qualified elector of the county who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed.

(e)1. The chief judge of the judicial circuit in which the county is located shall appoint a county court judge as an alternate member of the county canvassing board or, if each county court judge is unable to serve or is disqualified, shall appoint an alternate member who is qualified to serve as a substitute member under paragraph (a).

2. The chair of the board of county commissioners shall appoint a member of the board of county commissioners as an alternate member of the county canvassing board or, if each member of the board of county commissioners is unable to serve or is

disqualified, shall appoint an alternate member who is qualified to serve as a substitute member under paragraph (d).

3. If a member of the county canvassing board is unable to participate in a meeting of the board, the chair of the county canvassing board or his or her designee shall designate which alternate member will serve as a member of the board in the place of the member who is unable to participate at that meeting.

4. If not serving as one of the three members of the county canvassing board, an alternate member may be present, observe, and communicate with the three members constituting the county canvassing board, but may not vote in the board's decisions or determinations.

(2) The county canvassing board shall meet in a building accessible to the public in the county where the election occurred at a time and place to be designated by the supervisor of elections to publicly canvass the absentee electors' ballots as provided for in s. 101.68 and provisional ballots as provided by ss. 101.048, 101.049, and 101.6925. Provisional ballots cast pursuant to s. 101.049 shall be canvassed in a manner that votes for candidates and issues on those ballots can be segregated from other votes. Public notice of the time and place at which the county canvassing board shall meet to canvass the absentee electors' ballots and provisional ballots shall be given at least 48 hours prior thereto by publication on the supervisor of elections' website and once in one or more newspapers of general circulation in the county or, if there is no newspaper of general circulation in the county, by posting such notice in at least four conspicuous places in the county. As soon as the absentee electors' ballots and the provisional ballots are canvassed, the board shall proceed to publicly canvass the vote given each candidate, nominee, constitutional amendment, or other measure submitted to the electorate of the county, as shown by the returns then on file in the office of the supervisor of elections.

(3) The canvass, except the canvass of absentee electors' returns and the canvass of provisional ballots, shall be made from the returns and certificates of the inspectors as signed and filed by them with the supervisor, and the county canvassing board shall not change the number of votes cast for a candidate, nominee, constitutional amendment, or other measure submitted to the electorate of the county, respectively, in any polling place, as shown by the returns. All returns shall be made to the board on or before 2 a.m. of the day following any primary, general, or other election. If the returns from any precinct are missing, if there are any omissions on the returns from any precinct, or if there is an obvious error on any such returns, the canvassing board shall order a retabulation of the returns from such precinct. Before canvassing such returns, the canvassing board shall examine the tabulation of the ballots cast in such precinct and determine whether the returns correctly reflect the votes cast. If there is a discrepancy between the returns and the tabulation of the ballots cast, the tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly.

(4)(a) The supervisor of elections shall upload into the county's election management system by 7 p.m. on the day before the election the results of all early voting and absentee ballots that have been canvassed and tabulated by the end of the early voting period. Pursuant to ss. 101.5614(9), 101.657, and 101.68(2), the tabulation of votes cast or the results of such uploads may not be made public before the close of the polls on election day.

(b) The canvassing board shall report all early voting and all tabulated absentee results to the Department of State within 30 minutes after the polls close. Thereafter, the canvassing board shall report, with the exception of provisional ballot results, updated precinct election results to the department at least every 45 minutes until all results are completely reported. The supervisor of elections shall notify the department immediately of any circumstances that do not permit periodic updates as required. Results shall be submitted in a format prescribed by the department.

(5) The canvassing board shall submit on forms or in formats provided by the division unofficial returns to the Department of State for each federal, statewide, state, or multicounty office or ballot measure no later than noon on the third day after any primary election and no later than noon on the fourth day after any general or other election. Such returns shall include the canvass of all ballots as required by subsection (2).

(6) If the county canvassing board determines that the unofficial returns may contain a counting error in which the vote tabulation system failed to count votes that were properly marked in accordance with the instructions on the ballot, the county canvassing board shall:

(a) Correct the error and retabulate the affected ballots with the vote tabulation system; or

(b) Request that the Department of State verify the tabulation software. When the Department of State verifies such software, the department shall compare the software used to tabulate the votes with the software filed with the department pursuant to s. 101.5607 and check the election parameters.

(7) If the unofficial returns reflect that a candidate for any office was defeated or eliminated by one-half of a percent or less of the votes cast for such office, that a candidate for retention to a judicial office was retained or not retained by one-half of a percent or less of the votes cast on the question of retention, or that a measure appearing on the ballot was approved or rejected by one-half of a percent or less of the votes cast on such measure, a recount shall be ordered of the votes cast with respect to such office or measure. The Secretary of State is responsible for ordering recounts in federal, state, and multicounty races. The county canvassing board or the local board responsible for certifying the election is responsible for ordering recounts in all other races. A recount need not be ordered with respect to the returns for any office, however, if the candidate or candidates defeated or eliminated from contention for such office by one-half of a percent or less of the votes cast for such office request in writing that a recount not be made.

(a) Each canvassing board responsible for conducting a recount shall put each marksense ballot through automatic tabulating equipment and determine whether the returns correctly reflect the votes cast. If any marksense ballot is physically damaged so that it cannot be properly counted by the automatic tabulating equipment during the recount, a true duplicate shall be made of the damaged ballot pursuant to the procedures in s. 101.5614(5). Immediately before the start of the recount, a test of the tabulating equipment shall be conducted as provided in s. 101.5612. If the test indicates no error, the recount tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly. If an error is detected, the cause thereof shall be ascertained and corrected and the recount repeated, as necessary. The canvassing board shall immediately report the error, along with the cause of the error and the corrective measures being taken, to the Department of State. No later than 11 days after the election, the canvassing board shall file a separate incident report with the Department of State, detailing the resolution of the matter and identifying any measures that will avoid a future recurrence of the error.

(b) Each canvassing board responsible for conducting a recount where touchscreen ballots were used shall examine the counters on the precinct tabulators to ensure that the total of the returns on the precinct tabulators equals the overall election return. If there is a discrepancy between the overall election return and the counters of the precinct tabulators, the counters of the precinct tabulators shall be presumed correct and such votes shall be canvassed accordingly.

(c) The canvassing board shall submit on forms or in formats provided by the division a second set of unofficial returns to the Department of State for each federal, statewide, state, or multicounty office or ballot measure. The returns shall be filed no later than 3 p.m. on the 5th day after any primary election and no later than 3 p.m. on the 9th day after any general election in which a recount was ordered by the Secretary of State. If the canvassing board is unable to complete the recount prescribed in this subsection by the deadline, the second set of unofficial returns submitted by the canvassing board shall be identical to the initial unofficial returns and the submission shall also include a detailed explanation of why it was unable to timely complete the recount. However, the canvassing board shall complete the recount prescribed in this subsection, along with any manual recount prescribed in s. 102.166, and certify election returns in accordance with the requirements of this chapter.

(d) The Department of State shall adopt detailed rules prescribing additional recount procedures for each certified voting system, which shall be uniform to the extent practicable.

(8) The canvassing board may employ such clerical help to assist with the work of the board as it deems necessary, with at least one member of the board present at all times, until the canvass of the returns is completed. The clerical help shall be paid from the same fund as inspectors and other necessary election officials.

(9)(a) At the same time that the official results of an election are certified to the Department of State, the county canvassing board shall file a report with the Division of Elections on the conduct of the election. The report must describe:

1. All equipment or software malfunctions at the precinct level, at a counting location, or within computer and telecommunications networks supporting a county location, and the steps that were taken to address the malfunctions;

2. All election definition errors that were discovered after the logic and accuracy test, and the steps that were taken to address the errors;

3. All ballot printing errors or ballot supply problems, and the steps that were taken to address the errors or problems;

4. All staffing shortages or procedural violations by employees or precinct workers which were addressed by the supervisor of elections or the county canvassing board during the conduct of the election, and the steps that were taken to correct such issues;

5. All instances where needs for staffing or equipment were insufficient to meet the needs of the voters; and

6. Any additional information regarding material issues or problems associated with the conduct of the election.

(b) If a supervisor discovers new or additional information on any of the items required to be included in the report pursuant to paragraph (a) after the report is filed, the supervisor shall notify the division that new information has been discovered no later than the next business day after the discovery, and the supervisor shall file an amended report signed by the supervisor of elections on the conduct of the election within 10 days after the discovery.

(c) Such reports shall be maintained on file in the Division of Elections and shall be available for public inspection. The division shall utilize the reports submitted by the canvassing boards to determine what problems may be likely to occur in other elections and disseminate such information, along with possible solutions, to the supervisors of elections.

(10) The supervisor shall file with the department a copy of or an export file from the results database of the county's voting system and other statistical information as may be required by the department, the Legislature, or the Election Assistance Commission. The department shall adopt rules establishing the required content and acceptable formats for the filings and time for filings.

History.—s. 46, ch. 6469, 1913; RGS 350; CGL 407; s. 11, ch. 13761, 1929; s. 6, ch. 26870, 1951; s. 1, ch. 57-104; s. 6, ch. 65-129; s. 19, ch. 73-334; s. 26, ch. 77-175; s. 47, ch. 79-400; s. 18, ch. 84-302; s. 4, ch. 86-33; s. 600, ch. 95-147; s. 41, ch. 2001-40; s. 20, ch. 2002-17; s. 26, ch. 2003-415; s. 58, ch. 2005-277; s. 33, ch. 2007-30; s. 14, ch. 2010-167; s. 43, ch. 2011-40; s. 19, ch. 2013-57.

Note.—Former s. 102.45.

102.151 County canvassing board to issue certificates; supervisor to give notice to Department of State.—The county canvassing board shall make and sign duplicate certificates containing the total number of votes cast for each person nominated or elected, the names of persons for whom such votes were cast, and the number of votes cast for each candidate or nominee. One of such certificates which relates to offices for

Dana Southerland

From: BILL COWLES <Bill@ocfelections.com>
Sent: Wednesday, October 09, 2013 1:07 PM
To: BILL COWLES; 'Jerry Holland-Duval Co.'; 'Ann McFall - Volusia Co.'; 'Bobby Beasley'; 'Brenda Hoots'; 'Brenda Snipes'; 'Brian Corley'; 'Buddy Wells'; 'Carol Griffin'; 'Charles Overturf'; 'Chris Chambless'; 'Christina White'; 'Connie Sanchez'; 'Craig Latimer'; 'Dana Southerland'; 'David Stafford'; 'Debbie Osborne'; 'Debbie Wilcox Morris - Holmes Co.'; 'Deborah Clark'; 'Diane Hagan'; 'Emogene W Stegall'; 'Gertrude Walker'; 'Gina McDowell'; 'Glenda Williams'; 'Holly Whiddon - Glades Co.'; 'Ida Elliott'; 'Ion Sancho'; 'Jada Woods Williams'; 'Jeff Ussery'; 'Jennifer J Edwards'; 'John Hanlon'; 'Joyce Griffin'; 'Karen Krauss'; 'Kathy Dent - Sarasota Co.'; 'Kay Clem - Indian River Co.'; 'Kimberle Weeks'; 'Laura Dees - Hamilton Co.'; 'Leslie Rossway Swan'; 'Lester Sola (MiamiDade)'; 'Liz Horne - Columbia Co.'; 'Lori Edwards'; 'Lori Scott'; 'Margie Laramore - Calhoun Co.'; 'Mark Andersen'; 'Mark Negley'; 'Marty Bishop'; 'Mary Jane Arrington'; 'Michael Bennett'; 'Mike Ertel'; 'Nita D Crawford - Baker Co.'; 'Pam Carpenter'; 'Paul Lux'; 'Paul Stamoulis'; 'Penelope Townsley'; 'Penny Ogg'; 'Sharon Harrington'; 'Shirley Anderson'; 'Shirley Green Knight - Gadsden Co.'; 'Starlet Cannon'; 'Susan Bucher'; 'Susan Gill'; 'Sylvia D. Stephens'; 'Tammy Jones'; 'Tappie A. Villane'; 'Terry Vaughan'; 'Tommy Hardee'; 'Travis Hart'; 'Vicki Cannon'; 'Vicki Davis - Martin Co.'; 'Vicky Oakes'; 'Wesley Wilcox'
Cc: 'Ronald Labasky'; 'Matthews, Maria I.'; 'Holland, Gary J.'
Subject: RE: 2014 FSASE Canvassing Board Workshop Announcement

All:

The group hotel registration is now available. Here is the info to register online:

<https://v1web.thefloridahotelorlando.com/V1WebControls/Custom/GroupLogin.aspx>

Group ID :18183

Password: 9396

To register by phone, call 1-800-588-4656 and provide the name, Florida State Association of Supervisors of Elections, and Group info if needed.

Thanks,

Bill Cowles

From: BILL COWLES

Sent: Tuesday, September 10, 2013 4:27 PM

To: Jerry Holland-Duval Co.; Ann McFall - Volusia Co; Bobby Beasley; Brenda Hoots; Brenda Snipes; Brian Corley; Buddy Wells; Carol Griffin; Charles Overturf; Chris Chambless; Christina White; Connie Sanchez; Craig Latimer; Dana Southerland; David Stafford; Debbie Osborne; Debbie Wilcox Morris - Holmes Co; Deborah Clark; Diane Hagan; Emogene W Stegall; Gertrude Walker; Gina McDowell; Glenda Williams; Holly Whiddon - Glades Co; Ida Elliott; Ion Sancho; Jada Woods Williams; Jeff Ussery; Jennifer J Edwards; John Hanlon; Joyce Griffin; Karen Krauss; Kathy Dent - Sarasota Co; Kay Clem - Indian River Co; Kimberle Weeks; Laura Dees - Hamilton Co; Leslie Rossway Swan; Lester Sola (MiamiDade); Liz Horne - Columbia Co; Lori Edwards; Lori Scott; Margie Laramore - Calhoun Co; Mark Andersen; Mark Negley; Marty Bishop; Mary Jane Arrington; Michael Bennett; Mike Ertel; Nita D Crawford - Baker Co; Pam Carpenter; Paul Lux; Paul Stamoulis; Penelope Townsley; Penny Ogg; Sharon Harrington; Shirley Anderson; Shirley Green Knight - Gadsden Co; Starlet Cannon; Susan Bucher; Susan Gill; Sylvia D. Stephens; Tammy Jones; Tappie A. Villane; Terry Vaughan; Tommy Hardee; Travis Hart; Vicki Cannon; Vicki Davis - Martin Co; Vicky Oakes; Wesley Wilcox

Dana Southerland

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Cc: Ronald Labasky; Matthews, Maria I.; Holland, Gary J.
Subject: 2014 FSASE Canvassing Board Workshop Announcement

Fellow Supervisors,

I have been asked, by FSASE President Lori Edwards, to Chair and Host the 2014 FSASE Canvassing Board Workshop here in Orlando. In October you will receive a packet with all the details for you and your Canvassing Board Members.

The Canvassing Board Workshop will be on Friday, January 31, 2014 at the Florida Hotel at the Florida Mall. The workshop will start at 10 AM. The ending time will be determined once the program is finalized but will not be any later than 4 PM. I will let you know when you can start making your hotel reservations by phone. The room rate will be \$129.00 and is good for Thursday night, January 30th and Friday night, January 31st. The workshop registration fee has not yet been determined. Lunch will be provided at the workshop. No other meals will be provided.

Unlike the 2011 FSASE Canvassing Board Workshop there will NOT be an Association Business Meeting on Saturday. In 2011 we did not have a Mid-Winter Conference because of the January Presidential Preference Primary Election. Thus, the need for the meeting on Saturday. We will all be together in Sarasota in December for this year's Mid-Winter Conference.

I would recommend that you begin the recruitment/selection of your 2014 Canvassing Board members now. Once selected let them know the date of the Canvassing Board Workshop so they can block it out on their calendars, now! After you receive the packet with the Fact Sheets and Registration forms you can distribute detailed information to them. As a reminder, review FS 102.141 which was amended in 2013 to include "alternate canvassing board members". The alternates are invited to attend the workshop as well.

Of course, if any Supervisor would like to help with updating the Canvassing Board Manual (once again to be provided on a CD), or is interested in being a presenter at the workshop please let me know. Many thanks to Dana Southerland, Terry Vaughan and Susan Gill for offering to help once I was talked into doing this, again!!

Sincerely,

Bill Cowles

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOCC Regular Board Meeting

Meeting Date:

October 22, 2013

Statement of Issue: TCDA quarterly update on economic development initiatives

Recommendation: Currently there is no recommendation, the TCDA goal is to keep the BOCC informed relative to economic development initiatives.

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

Submitted By: Taylor County Development Authority

Contact: Scott Frederick

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

1. _____
2. _____

Attachments:

1. _____
2. _____



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

“Building the Program” 2012-2013 Year in Review

Program Initiatives and Accomplishments

EDUCATE

- Attend the Southern Economic Development Council Annual Conference, elected Florida State Director
- Attend the International Economic Development Council Annual Conference Houston, Texas
- Attend the Florida Economic Development Council Annual Conference, Tampa, Florida
- Attend the North Florida Regional Planning Council quarterly meetings, Gainesville, Florida
- Attend the North Florida Economic Development Partnership quarterly meetings Lake City
- Attend the North Florida Workforce Development Board annual retreat Dowling Park, Florida
- Attend the North Florida Healthcare Network annual meeting Tallahassee, Florida
- Attend the Taylor County Chamber of Commerce annual meeting

CONNECT

- Attend CoreNet Site Selector Event Sea World
- Attend National Consultants Forum conference Jacksonville, Florida
- Elected to serve on the North Florida Workforce Development Board
 - Worked to procure \$220,500 Quick Response Training grant for AMTEC Less-Lethal Systems, Inc.
- Elected to serve on the North Florida Economic Development Partnership's Board
- Appointed to serve on the North Florida Regional Planning Council's Comprehensive Economic Development Strategy Committee
- Attend Community Leadership Reception at Governor's Mansion hosted by Governor and Mrs. Scott

PROGRAM ENHANCEMENT

- Additional funding procurement from Taylor County Board of County Commissioners in the amounts of \$60,000 for marketing and \$51,750 reimbursement to complete retirement of Buckeye Energy Independence Grant
- Procurement of 501(c)(6) corporation status for in order to accommodate private sector funding
- Development of new logo
- Development of new tagline: North Florida's Rising Star
- Final review and launch new website: floridasrisingstar.com
- Launch and employment of search engine optimization tool that drives clients to website
- Launch Salesforce CRM, customer relationship management tool to track prospect status in real time
- Developed marketing/advertising collateral for advanced engineering targeted marketing campaign
- Direct aerial photo shoot of the three Mega Site candidates for outreach marketing
- Sponsor national mega site consultant Mark Sweeney of McCallum Sweeney, visit to Taylor County to tour visits mega sites and provide evaluations
- Design organizational ad for Progress 2012-2013
- Generate outreach marketing proposals from international firms relative to future prospect recruitment missions to India, Brazil, Israel, France and Canada
- Engaged Strategic Systems Inc. of Jacksonville, to expand the enterprise zone to include the regional employment centers/mega sites
- Host national site consultant representing MCS Strategies to tour Taylor County and discuss industrial prospects and establishment of a foreign trade zone
- Meeting with principal of RM Incorporated, a global economic development consulting firm specializing in identifying locations for corporate clients and procurement of infrastructure financing
- Developed blind advertisement for local paper to determine availability of skilled labor in the county for Project Grace
- Outreach marketing through the State of Florida Brazilian office to call on arms manufacturers
- Engage 310 Marketing, a national marketing outreach firm that specializes in targeting specific industries for states, counties and cities business attraction initiatives. Launch organization's first targeted marketing outreach campaign(advance manufacturing)
- Launch Business Retention and Expansion program to assist existing industry
- Host global export marketing program, the ABC's of Exporting, conducted by State export officials

PROGRAM ENHANCEMENT CONTINUED

- Assist in procurement of \$1,400,000 from the Economic Development Transportation Trust Fund on behalf of AMTEC Less-Lethal Systems, Inc. for construction of Providence Road
- Advertise for land and buildings to develop a site and building inventory
- Lobby for additional airport funding with Senator Montford
- Establish and enhance relationships with representatives of The Reserve at Sweetwater Estuary
- Negotiate lease contract to increase rental rate with Quality Plus Services and enter discussions relative to selling the building
- Ongoing contact with potential FBO operator for the airport, who is FAA approved
- Ongoing negotiations with CEO of Project Grace who has relocated his equipment from Tennessee to Taylor County
- Ongoing dialogue with boat manufacturer located in central Florida to relocate to Taylor County
- Legal research presented by organization attorney clarifies the double taxation issue
- Hosted county commission and city council Candidates Forum, for those seeking office
- Conduct TCDA Board of Directors annual meeting, retreat, and board training
- Develop partnership for Hwy 19 business corridor revitalization initiative
- Discern census tract for Regional Employment Centers/Mega Sites for New Market Tax Credit
- Present proclamation for AMTEC week in Taylor County(August 18-24) approved by county commission

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve changes in membership to the Citizens Advisory Task Force (CATF) for the Community Development Block Grant (CDBG) housing rehabilitation submission period.

MEETING DATE REQUESTED:

October 22, 2013

Statement of Issue: The County is required to hold one CATF meeting to discuss and approve the County submitting application to the CDBG housing rehabilitation grant. There must be a quorum present. There has not been a quorum at the past two meetings. One County employee can serve on the committee as a voting member and alternates can be appointed. Grants staff is requesting Melody Cox be appointed as a voting member to replace Don Everett Sr. (Citizen Advocate), and Lavonne Taylor be appointed to serve as an alternate to Scott Frederick (Taylor County Development Authority).

Recommended Action: Approve the requested changes to the CATF.

Fiscal Impact: The County will be submitting grant application in the amount of \$750,000 to the CDBG housing rehabilitation program. A CATF meeting with a quorum is a requirement of the grant application.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The CATF committee is appointed by the Board of Commissioners. The CATF is appointed to discuss local housing issues and approve CDBG housing rehabilitation grant applications when so needed. One County staff person can be appointed to serve as a voting member for one of the "Citizen Advocate" positions. Staff is requesting Melody Cox be appointed as a voting member to replace Don Everett Sr. and Lavonne Taylor be appointed as the Taylor County Development Authority's alternate. Mr. Everett has not attended any meetings in

the past four years. Ms. Taylor has attended CATF meetings on behalf of the Taylor County Development Authority but must be officially appointed as an alternate to vote. Staff is recommending that after the submission of the CDBG grant that the County advertise and appoint a new CATF. Staff is requesting the above requested temporary CATF changes at this time, due to the grant timelines.

Attachments: CATF information

CITIZENS ADVISORY TASK FORCE (CATF)

As part of the requirements of the Community Development Block Grant (CDBG) application process a CATF must be created and at least one meeting must be held to discuss the needs of the community.

The purpose of the CATF is to be the liaison between the community and the council. The task force is required to meet before the CDBG application is submitted and the meeting must be held before the second public hearing.

If the application is funded, the task force will not be required to meet again unless there are changes in the project or concerns are raised. In this event, it may be convened on an as needed basis to gain information to be presented to the Council in a well organized manner.

Taylor County would like to apply for a \$750,000 CDBG grant and the purpose of this meeting is to obtain the views of the CATF on projects that would be best suited for the Town.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting approval of EMS County Grant Application, Resolution, and Request For Grant Fund Distribution to be submitted to the Florida Department of Health EMS County Grant Program on behalf of Doctors' Memorial Hospital (DMH).

MEETING DATE REQUESTED:

October 22, 2013

Statement of Issue: The County is eligible to submit grant application on behalf of Doctors' Memorial Hospital EMS in the amount of \$4,104.00. There are new grants funds available in the amount of \$3,310.00 and there are carry forward funds available in the amount of \$794.00 .

Recommended Action: Approve EMS County Grant Application, Resolution, and Request For Grant Fund Distribution.

Fiscal Impact: \$4,104.00 to the County to be used only for EMS. There is no match required.

Budgeted Expense: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$4,104.00 to be used strictly for the improvement and/or expansion of the County's emergency medical services. DMH EMS has provided Grants staff a list of training equipment needed to improve services. The County is required to be the applicant and administrator of this grant.

Attachments: EMS County Grant Application, Resolution, and Request For Grant Fund Distribution.

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

Complete all items

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

1. County Name: Taylor County
Business Address: 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

2. Certification: (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. 22, 2013
Printed Name: Pam Feagle	
Position Title: Chairman	

3. Contact Person: (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: melody.cox@taylorcountygov.com	

4. Resolution: 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.
--

5. Budget: 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
Dell Inspiron 17.3 Laptop	\$859.99
Optoma 3D DLP projector	\$599.99
78" Interactive Whiteboard	\$1,999.00
Airway trainer 3 year old child with carry bag	\$645.00
TOTAL	\$4,103.98
Grand Total	\$ <u>4,103.98</u>

**FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM**

REQUEST FOR GRANT FUND DISTRIBUTION

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

DOH Remit Payment To:

Name of Agency: Taylor County Board of Commissioners

Mailing Address: 201 E. Green Street
Perry, Florida 32347

Federal Identification number 59-6000879

Authorized Official: _____
Signature Date
Pam Feagle, 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> 64-42-10-00-000	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u> 750000
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Federal Tax ID: VF _ _ _ _ _

Grant Beginning Date: _____ Grant Ending Date: _____



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

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

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

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

DONE AND ORDERED IN REGULAR SESSION AT PERRY, FLORIDA THIS 22nd DAY OF OCTOBER 2013, A.D.

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

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Pam Feagle, Chairman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF
PROPOSED APPLICATION FOR RESIDENTIAL SOLID
WASTE HAULING SERVICES PERMIT



MEETING DATE REQUESTED:

OCTOBER 22, 2013

Statement of Issue: THE BOARD TO REVIEW AND APPROVE A PROPOSED PERMIT

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: JACK BROWN, COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS DISCUSSED THE NEED FOR A RESIDENTIAL SOLID WASTE HAULING PERMIT AT THE JULY AND AUGUST WORKSHOPS. STAFF HAS INCORPORATED COMMENTS INTO THE ATTACHED PROPOSED PERMIT APPLICATION.

Options: APPROVE/NOT APPROVE

Attachments: PROPOSED PERMIT APPLICATION



**APPLICATION FOR
RESIDENTIAL SOLID WASTE HAULING SERVICES
PERMIT**

This application form must be completed by each applicant that wishes to obtain a permit from Taylor County for residential solid waste hauling services.

An applicant must provide the county with all of the information and documents requested in Section 1-19 below, including the application that is described below. An applicant may attach additional sheets of paper to this application form, if necessary. Applicant must show residency in Taylor County, Florida for the past five (5) years.

1. Applicant Information

Please provide the name, address and telephone number of the Applicant.

Name of Applicant: _____

Mailing Address: _____

Email Address: _____

Telephone No.: _____

2. Applicant's Authorized Representative.

Please provide the name, address and telephone number of the Applicant.

Name of Representative: _____

Mailing Address: _____

Email Address: _____

Telephone No.: _____

3. Type of Business Entity.

Please state whether the Applicant is an individual, a corporation, a partnership, or other type of entity.

4. Applicant's Principals.

If the applicant is a corporation, partnership or other business entity, please provide the name, address, and title of the Applicant's majority shareholder and each person that is a principal officer (e.g., Chief Executive Officer; President; Vice-President; Chief Operating Officer; etc.).

Name: _____

Address: _____

Title: _____

5. Applicant's Managers.

Please provide the name, address, and telephone number of each person that will serve as the Applicant's local manager (i.e., the person that will be responsible for performing or supervising the Residential Solid Waste Hauling Services for the Applicant).

Name: _____

Address: _____

Title: _____

6. Proof of Good Standing.

If the Applicant is a corporation, please provide proof that the corporation is in good standing in the State of Florida.

7. Authorization to do Business in Florida.

If the Applicant is not a Florida corporation, please provide proof that the Applicant is authorized to do business in Florida.

8. Fictitious Name.

If the Applicant is operating under a fictitious name, please provide information demonstrating that the fictitious name is properly registered by the Applicant.

9. Applicant's Experience.

- (a) Please provide a summary of the Applicant's experience with regard to the collection of Residential Solid Waste.
- (b) Provide a complete list of all of the communities in Florida and other states (but not more than ten (10) communities) where the Applicant has provided solid waste collection services in the last five (5) years.
- (c) For each community listed in Section 9(b) above, please provide the name, address and telephone number of a reference (i.e., a person employed by the local government in that community who can provide information concerning the quality of service by the Applicant).

10. Prior Enforcement Issues.

- (a) Please provide a complete list of all communities (if any) where the Applicant's permit, approval, franchise, or license to provide solid waste collection services was suspended or revoked.
- (b) Provide a complete list of all felony convictions, and misdemeanor convictions with the last five (5) years, involving the Applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the Applicant is not an individual, also provide a list of such convictions for the Applicant's majority shareholder, any person having a controlling interest in the Applicant, and each person that is an officer or partner of the Applicant.
- (c) Provide a complete list of all civil penalties and liquidated damages in excess of five thousand dollars (\$5,000.00) that were assessed against the Applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.
- (d) With regard to Sections 10(a) through 10(c), above, provide any information concerning the convictions, penalties, liquidated damages, etc., that the Applicant believes will help the County understand the facts concerning those matters.

11. Potential Customers.

Please provide the name and address of each residence that will be provided Residential Solid Waste Hauling Services by the Applicant if this Application is approved. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Potential Customers, Paragraph 11; Potential Customers".

12. Vehicles, Equipment & Containers.

Please provide a list of the vehicles, equipment, and containers that will be used by the Applicant to provide Residential Solid Waste Hauling Services in the County. The list must identify the make, model, identification number, and year of each vehicle and piece of collection equipment. The list also must identify the size and type of each container that will be used by the Applicant. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Vehicles, Equipment and Containers, Paragraph 12; Vehicles Equipment & Containers". Also include the street address of the equipment yard(s) where the Applicant's vehicles, equipment, and containers are stored when they are not in use.

13. Insurance Requirements.

Please provide a properly executed Certificate of Insurance form demonstrating that the Applicant has the following types and amounts of insurance coverage's issued by an insurance company that is licensed to do business in the State of Florida, with an A.M. Best Rating of B+ or better, Class VII (or higher), or otherwise acceptable to the County, if the company is not rated by A.M. Best.

- (a) Comprehensive General Liability Insurance with a limit of a one million dollar (\$1,000,000) per occurrence and a one million dollar (\$1,000,000) general aggregate. This policy must include the following coverage's: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.
- (b) Automotive Liability Insurance coverage providing a combined single limit of not less than five hundred

thousand dollars (\$500,000) per occurrence. This policy must include the following coverage's: bodily injury and property damage including premises and operations.

- (c) Workers Compensation Insurance shall be provided for all of the Applicant's employees as required under Florida law (a Workers Compensation Exemption shall be acceptable with submittal of a signed "Hold Harmless, Release and Indemnity Agreement"); and
- (d) Employers Liability Insurance providing a single limit of not less than one million dollars (\$1,000,000); bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

The certificate of insurance must demonstrate that the insurance coverage will be in effect for the term of the proposed Agreement. The certificate of insurance must name the County as an additional insured (except with regard to workers compensation and employees liability insurances).

The "certificate holder" box on the certificate of insurance shall read as follows:

Taylor County Board of County Commissioners
108 N. Jefferson Street
Perry, Florida 32347

14. Bond Requirements.

Please provide a performance bond in the amount of fifty thousand dollars (\$50,000). The bond must be attached hereto and is subject to review and approval of the County Attorney. The bond must be issued by a surety licensed to do business in the state of Florida

15. Other Information.

Please provide any other information the Applicant believes will demonstrate that:

- (a) The Applicant has the experience, personnel, equipment, and other resources necessary to provide Residential Solid Waste Hauling Services in Taylor County.
- (b) The Applicant has the capacity and willingness to comply with all applicable local, state, and federal laws; and
- (c) The award of a Permit to the Applicant will be in the public interest.

16. Permit Agreement.

Please sign and properly execute the "Permit Agreement for Residential Solid Waste Hauling Services" that is attached hereto.

17. Affidavit.

Please sign and properly execute the blank "Affidavit in support of Permit Application" that is attached hereto.

18. Effective Date of Permit Agreement.

Please identify the date when the Applicant wants its Permit to take effect.

19. Attachments.

All of the information and documents requested in paragraphs 1-18, above, must be attached to this Application and submitted to the Taylor County Solid Waste and Environmental Program Management.



**TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
POTENTIAL CUSTOMERS, PARAGRAPH 11; POTENTIAL CUSTOMERS**

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____



TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
VEHICLES, EQUIPMENT & CONTAINERS, PARAGRAPH 12; VEHICLES, EQUIPMENT & CONTAINERS

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Street Address of Equipment Yard for Storage of Vehicles, Equipment, and Containers.

Address: _____



ADDITIONAL INFORMATION 9(a) – 10(c)

Summary of Applicant's experience - 9(a):

List of Communities Where Solid Waste Collection Services Have Been Provided - 9(b):

N/A ☐

Other Community Reference - 9(c):

N/A ☐

Name:

Address:

Telephone No.:

Name:

Address:

Telephone No.:

List of Communities Where Permit was Suspended or Revoked - 10(a):

N/A ☐

List of all Felony and Misdemeanor Convictions in Five Years - 10(b):

N/A ☐

List of all Civil Penalties and Liquidated Damages > \$5,000 - 10(c):

N/A ☐



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:

RESIDENTIAL SOLID WASTE HAULING 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 _____, 201____,

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

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

Witness may hand and official seal this _____ day of _____, 201____.

NOTARY PUBLIC
My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 201____, by
