

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, JULY 7, 2014  
6:00 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.

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE STATEMENTS OF QUALIFICATIONS (SOQS) FOR TAYLOR COUNTY, FLORIDA, CONTINUING CONTRACT FOR ENGINEERING SERVICES, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

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

CONSENT ITEMS:

5. APPROVAL OF MINUTES OF APRIL 7, 14, 22, 29, MAY 5, 12, 20 AND 27, 2014.  
(COPIES PROVIDED BY E-MAIL)
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER APPROVAL OF ANNUAL END OF YEAR RECAPITULATION OF ERRORS & INSOLVENCIES FOR ALL AD VALOREM & NON AD VALOREM ROLLS FOR 2013, AS SUBMITTED BY THE TAX COLLECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF A SATISFACTION OF SECOND MORTGAGE FOR DERRICK AND RACHEL NESBITT, WHO RECEIVED FIRST TIME HOME BUYERS ASSISTANCE THROUGH THE SHIP PROGRAM JULY 24, 2009, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
9. THE BOARD TO CONSIDER APPROVAL OF A SATISFACTION OF REPAYMENT AGREEMENT FOR SHIRLEY BLAIR, WHO RECEIVED REHABILITATION ASSISTANCE THROUGH THE SHIP PROGRAM, JUNE 2, 2009, AS AGENDAED BY THE GRANTS COORDINATOR.
10. THE BOARD TO CONSIDER RATIFICATION OF THE CHAIRMAN'S SIGNATURE APPROVING THE COUNTY ADMINISTRATOR AS THE COUNTY'S CONTACT FOR ITS GRANTSOLUTIONS.GOV ACCOUNT, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.
11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A REVISED MEMORANDUM OF UNDERSTANDING AND MANAGEMENT CERTIFICATE FOR THE ESTABLISHMENT OF THE STEINHATCHEE RIVER PADDLING TRAIL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON EXHIBITS "C" AND "E" TO THE LEASE AGREEMENT WITH THE VETERANS' ADMINISTRATION FOR THE PROPOSED HEALTH CLINIC, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE BOARD TO APPOINT THE COUNTY ADMINISTRATOR AS ITS' ALTERNATE DIRECTOR ON THE GULF CONSORTIUM BOARD OF DIRECTORS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

14. TRACEY SMITH TO APPEAR TO ADDRESS THE BOARD ON THE ACTIVITIES OF MAIN STREET PERRY.
15. RHODA MOEHRING TO APPEAR TO ADDRESS THE BOARD REGARDING THE STEINHATCHEE COMMUNITY CENTER AND PARK.

HOSPITAL ITEMS:

16. THE BOARD TO CONSIDER SETTING A DATE FOR A JOINT BOARD WORKSHOP WITH THE BOARD OF DIRECTORS FOR DOCTORS' MEMORIAL HOSPITAL (DMH), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

ADVISORY COMMITTEE REPORTS:

17. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A RENEWAL PROPOSAL FOR LIFE INSURANCE OFFERED THROUGH UNITED HEALTHCARE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

18. THE BOARD TO CONSIDER THE APPOINTMENT OF A NEW 911 COORDINATOR TO FILL THE VACANT POSITION, AS AGENDAED BY SHERIFF L.E. "BUMMY" WILLIAMS.
19. BIG BEND WATER AUTHORITY REPRESENTATIVES TO APPEAR TO REQUEST CONSIDERATION OF THEIR FY 2014-2015 BUDGET.

COUNTY STAFF ITEMS:

20. THE BOARD TO REVIEW AND DISCUSS CHANGES REQUESTED TO THE JOB DESCRIPTION AND JOB TITLE FOR THE ASSISTANT TO THE GRANTS DEPARTMENT DIRECTOR POSITION, AS AGENDAED BY THE GRANTS COORDINATOR.
21. THE BOARD TO CONSIDER HOLDING PUBLIC HEARINGS JULY 22 AND AUGUST 4, 2014, TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE 2015-2016 FUNDING CYCLE FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), AS AGENDAED BY THE GRANTS COORDINATOR.

22. THE BOARD TO CONSIDER EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU), WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, REGARDING VECTOR CONTROL (MOSQUITO SPRAYING) IN A DECLARED EMERGENCY, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
23. THE BOARD TO CONSIDER APPROVAL OF ADDENDUM TO THE ROBERTS AMAN ROAD SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
24. THE BOARD TO CONSIDER APPROVAL OF CONSTRUCTION AND MAINTENANCE AGREEMENT FROM FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO KEATON BEACH COASTAL PARK, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

25. THE BOARD TO CONSIDER APPROVAL OF CLOSING DOCUMENTS FOR PURCHASE OF 433 US 19 NORTH, PERRY, FL, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

26. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

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

- 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.

7

**MARK WIGGINS, TAX COLLECTOR**

**OFFICE OF THE TAX COLLECTOR**

Taylor County • Post Office Box 30  
Perry, Florida 32348-0030

**Property Tax Office**  
Taylor County Courthouse

Phone 850-838-3580  
Fax 850-838-3543

June 24, 2014

Honorable Malcomb Page, Chairman  
Taylor County Board of County Commission  
Perry, FI 32347

Dear Mr. Page,

Attached please find the Annual End of Year Recapitulation of Errors & Insolvencies for all Ad Valorem & Non Ad Valorem Rolls in our county for 2013.

If there are any questions please do not hesitate to contact me.

Respectfully yours,



Mark Wiggins  
Taylor County Tax Collector

MW/ke



*Forest Capital of the South*



**INSTRUCTIONS**

**TO TAX COLLECTORS:**

- (1) Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
- (2) Do not list any item without showing the reason or code in the right-hand marginal column.
- (3) Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
- (4) On exemptions specify whether widow, veteran, homestead, disability, etc.

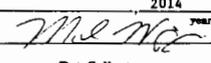
**RECAPITULATION**

I, MARK WIGGINS, Tax Collector of TAYLOR County, Florida,

hereby certify that the within and foregoing is a true list of all; ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS and DISCOUNTS on the Assessment Roll for the year \_\_\_\_\_; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2013 Assessment Roll in the following amounts:

PROPERTY APPRAISER CORRECTIONS		
Errors		\$ 47,909.74
Insolvencies		\$
Double Assessments		\$ 1,215.26
Discounts		\$ 680,470.00
Federal Bankruptcies		\$ 2,660.00
Others: (Specify)	NON-AD VALOREM TAX ROLL ERROR & EXEMPTIONS	\$ 14,467.00
	NON-AD VALOREM DISCOUNTS	\$ 26,077.00
		\$
Total		\$ 772,799.00

Dated this the 23rd day of June, 2014 year  
  
 Tax Collector, TAYLOR County

**TO COUNTY COMMISSIONERS:**

READ CAREFULLY THE CERTIFICATE BELOW BEFORE SIGNING.

**RECAPITULATION**

WE, the undersigned members of the Board of County Commissioners in and for the County of TAYLOR

Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from this list and made a separate list of such items, which in our judgment should be collected by the Tax Collector; that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. MARK WIGGINS

Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

PROPERTY APPRAISER CORRECTIONS		
Errors		\$ 47,909.74
Insolvencies		\$
Double Assessments		\$ 1,215.26
Discounts		\$ 680,470.00
Federal Bankruptcies		\$ 2,660.00
Others: (Specify)	NON AD VALOREM TAX ROLL ERRORS & EXEMPTIONS	\$ 14,467.00
	NON AD VALOREM DISCOUNTS	\$ 26,077.00
		\$
Total		\$ 772,799.00

Dated this the 23rd day of JUNE, 2014 year

ATTEST:

_____	Chairman
_____	Member
_____	Clerk

**TAX COLLECTOR'S RECAPITULATION OF THE NON AD VALOREM TAX ROLL FOR TAYLOR COUNTY, FLORIDA.  
2013**

EVERY SPACE MUST BE FILLED IN WHERE THERE ARE SPACES THAT ARE NOT APPLICABLE, WRITE "NONE".

	LANDFILL (1)	OCEAN POND (2)	DEERWOOD (3)	WARRIOR CREEK (4)	STRICKLAND LANDING (5)	OAKRIDGE ESTATE (6)	STEINHATCHEE ACRES (7)	BOWDENS SUBDIVISION (8)	CEDAR ISLAND EAST (9)	SCALLOP BAY (10)	GULF COAST ESTATE (11)	TOTAL NON AD VALOREM TAXES (12)
<b>DEBITS:</b>												
1. Taxes Levied as Certified to Department of Revenue by Property Appraiser	1060086.62	4935	6545	1505	5450	990	26826.28	1678.8		2505.52	4489.8	1115012.02
2. Plus Additions to the Roll	140	-	-	-	-	-	-	-	-	-	-	140
3. Less Subtractions from the Roll including Rounding Error	-	-	-	-	-	-	-	-	-	-	-	-
4. Penalties Collected on Current Roll	4,103	12	15	6	24	-	52	10	-	-	-	4,222
5. Total Taxes Levied on 20__ Tax Roll	<u>1,064,329</u>	<u>4,947</u>	<u>6,560</u>	<u>1,511</u>	<u>5,474</u>	<u>990</u>	<u>26,879</u>	<u>1,689</u>	<u>-</u>	<u>2,506</u>	<u>4,490</u>	<u>1,119,374</u>
<b>CREDITS:</b>												
Prior Year Corrections												
6. Total Monies Collected (including Individual Tax Sale Certificates)	1,007,038	4,820	6,399	1,487	5,327	950	26,188	1,641		2,432	4,333	1,060,614
7. Discounts Allowed	24,608	128	160	24	148	40	691	48		74	157	26,077
8. Total Cash Credits on Collections (6 + 7)	1,031,645	4,947	6,560	1,511	5,474	990	26,879			2,506	4,490	1,086,690
9. Warrants Pending	-	-	-	-	-	-	-	-	-	-	-	-
10. County Tax Sale Certificates	18,217	-	-	-	-	-	-	-	-	-	-	18,217
11. Errors and insolvencies	14,467	-	-	-	-	-	-	-	-	-	-	14,467
12. Uncollected Taxes Due to Pending Litigation	-	-	-	-	-	-	-	-	-	-	-	-
13. Penalties and Interest on Warrants	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
14. Over (-) or Under (+) Collected	-	-	-	-	-	-	-	-	-	-	-	-
15. Total Credits	<u>1,064,329</u>	<u>4,947</u>	<u>6,560</u>	<u>1,511</u>	<u>5,474</u>	<u>990</u>	<u>26,879</u>	<u>1,689</u>	<u>-</u>	<u>2,506</u>	<u>4,490</u>	<u>1,119,374</u>

(Lines 5 and 15 Should Balance)

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 6/24/14 Signature: Mal W. Jr

Tax Collector

INPUT	DATE
Amended	

8

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**

Board to approve Satisfaction of Second Mortgage for Derrick and Rachel Nesbitt who received First Time Home Buyers Assistance through the SHIP Program July 24, 2009.



**MEETING DATE REQUESTED:**

July 7, 2014

**Statement of Issue:** Board to approve Satisfaction of Second Mortgage for Derrick and Rachel Nesbitt who received First Time Home Buyers Down Payment Assistance through the SHIP Program, July 24, 2009 in the amount of \$6,900.00 All terms of the Second Mortgage have been satisfied.

**Recommended Action:** Approve Satisfaction of Second Mortgage

**Fiscal Impact:** Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Derrick and Rachel Nesbitt received First Time Home Buyers Down Payment Assistance through the SHIP Program in the amount of \$6,900.00 on July 24, 2009. All terms of the Second Mortgage have been satisfied.

**Attachments:** Satisfaction of Second Mortgage

**SATISFACTION OF SECOND MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **DERRICK AND RACHEL NESBITT** bearing date the 24th day of July, A. D. 2009, recorded in Official Records Book 646, pages 393-402, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$6,900.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 22 OF THE JOHN C. CALHOUN SUBDIVISION OF THE TOWN OF PERRY, FLORIDA, AS PER MAP OR PLAT OF SAID SUBDIVISION ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA, IN PLAT BOOK 1, PAGE 1, THENCE RUN EAST 116 FEET THENCE RUN SOUTH 115 1/2 FEET, THENCE RUN WEST 116 FEET, THENCE RUN NORTH 115 1/2 FEET TO THE POINT OF BEGINNING.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, Sealed and Delivered  
in Presence of:

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

\_\_\_\_\_(SEAL)  
MALCOLM PAGE, Chairperson  
BOARD OF COUNTY COMMISSION  
TAYLOR COUNTY, FLORIDA

ATTEST:

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires:

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**

Board to approve Satisfaction of Repayment Agreement for Shirley Blair who received rehabilitation assistance through the SHIP Program June 2, 2009.



**MEETING DATE REQUESTED:**

July 7, 2014

**Statement of Issue:** Board to approve Satisfaction of Repayment Agreement for Shirley Blair who received rehabilitation assistance through the SHIP Program, June 2, 2009 in the amount of \$13,410.00. All terms of the Agreement have been satisfied.

**Recommended Action:** Approve Satisfaction of Repayment Agreement

**Fiscal Impact:** Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Ms. Blair received rehabilitation assistance through the SHIP Program in the amount of \$13,410.00 June 2, 2009. All terms of the Repayment Agreement have been satisfied.

**Attachments:** Satisfaction of Repayment Agreement

**SATISFACTION OF REPAYMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:** That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Taylor County Rehabilitation Program Ship Program Repayment Agreement executed by **SHIRLEY BLAIR** bearing date the 2nd day of June, A. D. 2009, recorded in Official Records Book 645, page 823, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$13,410.00, and certain promises and obligations set forth in said Repayment Agreement, upon the property situate in said State and County described as follows, to-wit:

132 Walter Smith Road, Perry, Florida 32347

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

**WITNESS** my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, Sealed and Delivered  
in Presence of:

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

\_\_\_\_\_  
(SEAL)  
MALCOLM PAGE, Chairperson  
BOARD OF COUNTY COMMISSION  
TAYLOR COUNTY, FLORIDA

ATTEST:

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires:

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER RATIFICATION OF THE CHAIRMAN'S SIGNATURE APPROVING THE COUNTY ADMINISTRATOR AS THE COUNTY'S CONTACT FOR ITS GRANTSOLUTIONS.GOV ACCOUNT, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

JULY 7, 2014

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

**Recommended Action:** RATIFY

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** A GRANTSOLUTIONS.GOV ACCOUNT IS A REQUIREMENT FOR PARTICIPATION IN THE RESTORE ACT. STAFF RECEIVED NOTIFICATION LAST WEEK OF THE REQUIREMENT AND WERE GIVEN A DEADLINE OF JULY 2 TO SET UP THE ACCOUNT.

**Options:** APPROVE/DENY

**Attachments:** GRANTSOLUTIONS.GOV ACCOUNT APPLICATION



## Grantee User Account Request Form

Please use this form to request the following GrantSolutions Grantee user account actions:

- Create a new account at an existing grantee organization
- Update information pertaining to an existing grantee account
- Close an existing grantee account

### GrantSolutions Grantee User Accounts

All account requests must be made by the prospective user's supervisor or other authorized organization official

1. The authorized official must complete and sign the first section of the Account Request Form.
2. The person who will be receiving access needs to:
  - a. Sign and date the second part of the forms (Data Access/Security Compliance Statement)

### Additional GrantSolutions Grantee User Accounts

If you require additional grantee user accounts for your organization, please complete a copy of the attached change request form for each person. Please be sure to complete the form in its entirety for each account request.

### Changes to Existing GrantSolutions Grantee User Accounts

Should any information regarding an existing Grantee user account change, please complete, in its entirety, the attached change request form. Changes to existing accounts may include:

- Change of staff person's role (indicate new Job Title)
- Update of person's contact information
- Closure of an account

Requests for a change of the grant's Project Director/Project Investigator may not be completed using this form. These actions must be completed using GrantSolutions or by contacting your assigned Grants Management Specialist.

### Submission of the GrantSolutions Grantee User Account Request Form

Most account changes (role assignments, new accounts, account closures) must be requested by the Grantee Authorized Official or in some cases the Program Director. The Support Center will verify all account requests as needed. Request forms sent via e-mail must be scanned to include original signatures.

Completed Request Forms should be submitted to [Carol.Cole@fiscal.treasury.gov](mailto:Carol.Cole@fiscal.treasury.gov) with a copy to [Laurie.McGilvray@treasury.gov](mailto:Laurie.McGilvray@treasury.gov).

Initial account information will be sent to the new (or changed) user's email address provided. Upon initial login, the user will be required to change temporary password assigned by the system.

If you have any questions please contact Carol Cole at [Carol.Cole@fiscal.treasury.gov](mailto:Carol.Cole@fiscal.treasury.gov) or 202-874-6542

### **Description of Grantee Role Authorities**

The following staff roles are available in GrantSolutions. RESTORE Act applicants/grantees should have staff assigned to the first three roles. The final two support roles are available for applicants/grantees who wish to use them.

#### **Grantee Authorizing Official and/or Grantee Administrative Official (ADO):**

- Also referred to as the applicant or grantee Authorizing Official and is the same as the Signing Official on the SF-424
- Only authority to accept awards on behalf of organization

#### **Program Director/Principal Investigator:**

- Submit Federal Financial Reports (FFR)
- Responsible for the operation of the Grant Project
- Typically identified on the Notice of Award

#### **Financial Officer:**

- View Awards
- Submit FFR

#### **Financial Officer Support (FOS)**

- Assist the Grantee Financial Officer in the grantee organization
- Can enter FFR information but cannot submit

#### **Support Staff:**

- Assist the Principal Investigator/Program Director in the grantee organization
- May view, and submit applications/amendments
- Can enter FFR information but cannot submit



### Grantee User Account Request Form

**Request Type:**     New Account     Account Change     Account Closure

**Partner Agency:**     Department of Health and Human Services     Department of State  
                           Department of Agriculture     Social Security  
                           Department of Transportation     Denali Commission  
                           Other

**Role Authority:**     Authorizing Official     Financial Officer  
                           Program Director/Principal Investigator     Financial Officer Support  
                           Support Staff

**Organization Name:**   
**Address 1:**   
**Address 2:**   
**City:**     **State:**     **ZIP + 4:**   
**Grant Number(s):**

**This should be a grant number of any grant awarded to your organization that is or has been in**

**First Name:**     **Last Name:**   
**Title:**   
**Phone:**     **Fax:**   
**Email Address:**   
**Person Address 1:**   
**Person Address 2:**   
**City:**     **State:**     **ZIP + 4:**

**Please complete the Person Address only if it is different from the Organization Address.**

**Authorized Official Name:**   
**Title:**   
**Authorized Official Signature:**

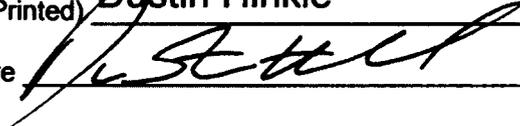
**Note: Request should be signed by authorized organization business/signing official.**



## US Government Data Access Request/Security Compliance Statement

As a user granted with Grantee authority, I agree to abide by the following:

- I will not disclose data from the GrantSolutions system to anybody except authorized system users whose roles permit access to that data.
- I will not make any unencrypted electronic copies of data from the GrantSolutions system.
- I will take all reasonable steps to ensure I do not violate the privacy and confidentiality of all data from the GrantSolutions system.
- I will ensure the proper disposal of data (in any format) and printed reports.
- I will access the GrantSolutions system only to the extent that my duties require such access.
- I will report inappropriate or malicious use of the GrantSolutions system to the GrantSolutions Help Desk and the ACF CISO/ISSO.
- I will immediately notify the GrantSolutions Help Desk of any account changes, including the need to close my account.

User Name (Printed) Dustin Hinkle  
User Signature  Date 06/30/2014



## **Grantee User Account Request Form**

Please use this form to request the following GrantSolutions Grantee user account actions:

- Create a new account at an existing grantee organization
- Update information pertaining to an existing grantee account
- Close an existing grantee account

### **GrantSolutions Grantee User Accounts**

All account requests must be made by the prospective user's supervisor or other authorized organization official

1. The authorized official must complete and sign the first section of the Account Request Form.
2. The person who will be receiving access needs to:
  - a. Sign and date the second part of the forms (Data Access/Security Compliance Statement)

### **Additional GrantSolutions Grantee User Accounts**

If you require additional grantee user accounts for your organization, please complete a copy of the attached change request form for each person. Please be sure to complete the form in its entirety for each account request.

### **Changes to Existing GrantSolutions Grantee User Accounts**

Should any information regarding an existing Grantee user account change, please complete, in its entirety, the attached change request form. Changes to existing accounts may include:

- Change of staff person's role (indicate new Job Title)
- Update of person's contact information
- Closure of an account

Requests for a change of the grant's Project Director/Project Investigator may not be completed using this form. These actions must be completed using GrantSolutions or by contacting your assigned Grants Management Specialist.

### **Submission of the GrantSolutions Grantee User Account Request Form**

Most account changes (role assignments, new accounts, account closures) must be requested by the Grantee Authorized Official or in some cases the Program Director. The Support Center will verify all account requests as needed. Request forms sent via e-mail must be scanned to include original signatures.

Completed Request Forms should be submitted to [Carol.Cole@fiscal.treasury.gov](mailto:Carol.Cole@fiscal.treasury.gov) with a copy to [Laurie.McGilvray@treasury.gov](mailto:Laurie.McGilvray@treasury.gov).

Initial account information will be sent to the new (or changed) user's email address provided. Upon initial login, the user will be required to change temporary password assigned by the system.

If you have any questions please contact Carol Cole at [Carol.Cole@fiscal.treasury.gov](mailto:Carol.Cole@fiscal.treasury.gov) or 202-874-6542

### **Description of Grantee Role Authorities**

The following staff roles are available in GrantSolutions. RESTORE Act applicants/grantees should have staff assigned to the first three roles. The final two support roles are available for applicants/grantees who wish to use them.

#### **Grantee Authorizing Official and/or Grantee Administrative Official (ADO):**

- Also referred to as the applicant or grantee Authorizing Official and is the same as the Signing Official on the SF-424
- Only authority to accept awards on behalf of organization

#### **Program Director/Principal Investigator:**

- Submit Federal Financial Reports (FFR)
- Responsible for the operation of the Grant Project
- Typically identified on the Notice of Award

#### **Financial Officer:**

- View Awards
- Submit FFR

#### **Financial Officer Support (FOS)**

- Assist the Grantee Financial Officer in the grantee organization
- Can enter FFR information but cannot submit

#### **Support Staff:**

- Assist the Principal Investigator/Program Director in the grantee organization
- May view, and submit applications/amendments
- Can enter FFR information but cannot submit



### Grantee User Account Request Form

**Request Type:**      New Account      Account Change      Account Closure

**Partner Agency:**      Department of Health and Human Services      Department of State  
                                  Department of Agriculture      Social Security  
                                  Department of Transportation      Denali Commission  
                                  Other

**Role Authority:**      Authorizing Official      Financial Officer  
                                  Program Director/Principal Investigator      Financial Officer Support  
                                  Support Staff

**Organization Name:**   
**Address 1:**   
**Address 2:**   
**City:**      **State:**      **ZIP + 4:**   
**Grant Number(s):**

This should be a grant number of any grant awarded to your organization that is or has been in

**First Name:**      **Last Name:**   
**Title:**   
**Phone:**      **Fax:**   
**Email Address:**   
**Person Address 1:**   
**Person Address 2:**   
**City:**      **State:**      **ZIP + 4:**

Please complete the Person Address only if it is different from the Organization Address.

**Authorized Official Name:**   
**Title:**   
**Authorized Official Signature:**

Note: Request should be signed by authorized organization business/signing official.



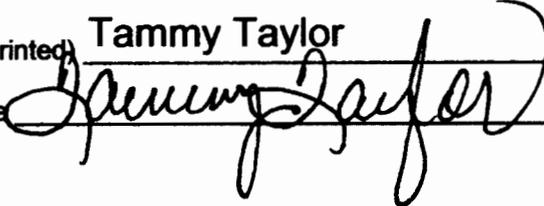
**GrantSolutions.gov**  
Linking Services Solutions Communities

## US Government Data Access Request/Security Compliance Statement

As a user granted with Grantee authority, I agree to abide by the following:

- I will not disclose data from the GrantSolutions system to anybody except authorized system users whose roles permit access to that data.
- I will not make any unencrypted electronic copies of data from the GrantSolutions system.
- I will take all reasonable steps to ensure I do not violate the privacy and confidentiality of all data from the GrantSolutions system.
- I will ensure the proper disposal of data (in any format) and printed reports.
- I will access the GrantSolutions system only to the extent that my duties require such access.
- I will report inappropriate or malicious use of the GrantSolutions system to the GrantSolutions Help Desk and the ACF CISO/ISSO.
- I will immediately notify the GrantSolutions Help Desk of any account changes, including the need to close my account.

User Name (Printed) Tammy Taylor

User Signature  Date 06/30/2014



## **Grantee User Account Request Form**

Please use this form to request the following GrantSolutions Grantee user account actions:

- Create a new account at an existing grantee organization
- Update information pertaining to an existing grantee account
- Close an existing grantee account

### **GrantSolutions Grantee User Accounts**

All account requests must be made by the prospective user's supervisor or other authorized organization official

1. The authorized official must complete and sign the first section of the Account Request Form.
2. The person who will be receiving access needs to:
  - a. Sign and date the second part of the forms (Data Access/Security Compliance Statement)

### **Additional GrantSolutions Grantee User Accounts**

If you require additional grantee user accounts for your organization, please complete a copy of the attached change request form for each person. Please be sure to complete the form in its entirety for each account request.

### **Changes to Existing GrantSolutions Grantee User Accounts**

Should any information regarding an existing Grantee user account change, please complete, in its entirety, the attached change request form. Changes to existing accounts may include:

- Change of staff person's role (indicate new Job Title)
- Update of person's contact information
- Closure of an account

Requests for a change of the grant's Project Director/Project Investigator may not be completed using this form. These actions must be completed using GrantSolutions or by contacting your assigned Grants Management Specialist.

### **Submission of the GrantSolutions Grantee User Account Request Form**

Most account changes (role assignments, new accounts, account closures) must be requested by the Grantee Authorized Official or in some cases the Program Director. The Support Center will verify all account requests as needed. Request forms sent via e-mail must be scanned to include original signatures.

Completed Request Forms should be submitted to [Carol.Cole@fiscal.treasury.gov](mailto:Carol.Cole@fiscal.treasury.gov) with a copy to [Laurie.McGilvray@treasury.gov](mailto:Laurie.McGilvray@treasury.gov).

Initial account information will be sent to the new (or changed) user's email address provided. Upon initial login, the user will be required to change temporary password assigned by the system.

If you have any questions please contact Carol Cole at [Carol.Cole@fiscal.treasury.gov](mailto:Carol.Cole@fiscal.treasury.gov) or 202-874-6542

### **Description of Grantee Role Authorities**

The following staff roles are available in GrantSolutions. RESTORE Act applicants/grantees should have staff assigned to the first three roles. The final two support roles are available for applicants/grantees who wish to use them.

#### **Grantee Authorizing Official and/or Grantee Administrative Official (ADO):**

- Also referred to as the applicant or grantee Authorizing Official and is the same as the Signing Official on the SF-424
- Only authority to accept awards on behalf of organization

#### **Program Director/Principal Investigator:**

- Submit Federal Financial Reports (FFR)
- Responsible for the operation of the Grant Project
- Typically identified on the Notice of Award

#### **Financial Officer:**

- View Awards
- Submit FFR

#### **Financial Officer Support (FOS)**

- Assist the Grantee Financial Officer in the grantee organization
- Can enter FFR information but cannot submit

#### **Support Staff:**

- Assist the Principal Investigator/Program Director in the grantee organization
- May view, and submit applications/amendments
- Can enter FFR information but cannot submit



### Grantee User Account Request Form

**Request Type:**     New Account     Account Change     Account Closure

**Partner Agency:**     Department of Health and Human Services     Department of State  
                           Department of Agriculture     Social Security  
                           Department of Transportation     Denali Commission  
                           Other

**Role Authority:**     Authorizing Official     Financial Officer  
                           Program Director/Principal Investigator     Financial Officer Support  
                           Support Staff

**Organization Name:**   
**Address 1:**   
**Address 2:**   
**City:**     **State:**     **ZIP + 4:**   
**Grant Number(s):**

This should be a grant number of any grant awarded to your organization that is or has been in

**First Name:**     **Last Name:**   
**Title:**   
**Phone:**     **Fax:**   
**Email Address:**   
**Person Address 1:**   
**Person Address 2:**   
**City:**     **State:**     **ZIP + 4:**

Please complete the Person Address only if it is different from the Organization Address.

**Authorized Official Name:**   
**Title:**   
**Authorized Official Signature:**

Note: Request should be signed by authorized organization business/signing official.



## US Government Data Access Request/Security Compliance Statement

As a user granted with Grantee authority, I agree to abide by the following:

- I will not disclose data from the GrantSolutions system to anybody except authorized system users whose roles permit access to that data.
- I will not make any unencrypted electronic copies of data from the GrantSolutions system.
- I will take all reasonable steps to ensure I do not violate the privacy and confidentiality of all data from the GrantSolutions system.
- I will ensure the proper disposal of data (in any format) and printed reports.
- I will access the GrantSolutions system only to the extent that my duties require such access.
- I will report inappropriate or malicious use of the GrantSolutions system to the GrantSolutions Help Desk and the ACF CISO/ISSO.
- I will immediately notify the GrantSolutions Help Desk of any account changes, including the need to close my account.

User Name (Printed) Melody Cox

User Signature Melody Cox Date 6/30/2014

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A REVISED MEMORANDUM OF UNDERSTANDING AND MANAGEMENT CERTIFICATE FOR THE ESTABLISHMENT OF THE STEINHATCHEE RIVER PADDLING TRAIL, AS AGENDAED BY THE COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

JULY 7, 2014

**Statement of Issue:** THE BOARD TO CONSIDER A MOU

**Recommended Action:** APPROVE

**Fiscal Impact:** TBD

**Budgeted Expense:** YES

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE BOARD APPROVED THE INITIAL MOU DURING ITS JUNE MEETINGS. FDEP HAS REQUESTED ADDITIONAL INFORMATION FROM THE BOARD ON THE MANAGEMENT CERTIFICATE AND JOINTLY SIGNED MOU. NO LANGUAGE HAS BEEN CHANGED.

**Options:** APPROVE/DENY

**Attachments:** MOU  
MANAGEMENT CERTIFICATE

MEMORANDUM OF UNDERSTANDING (MOU)

STEINHATCHEE RIVER PADDLING TRAIL

STEINHATCHEE RIVER, STEINHACHEE, FL

**PARTIES TO THIS MOU:**

The Parties to this Memorandum Of Understanding (MOU) are identified as (a) Taylor County Board of County Commissioners and (b) Dixie County Board of County Commissioners, hereinafter referred to as "Parties".

**INTERESTED PARTY:**

Florida Office of Greenways & Trails (OGT) under the Florida Department of Environmental Protection provides leadership to expand the Florida Greenways and Trails System. To fulfill its mission under the Florida Greenways and Trails Act (Chapter 260, F. S) OGT disseminates information about the many benefits that greenways and trails provide to Florida residents and visitors. OGT provides information to residents and visitors about greenways and trails recreational opportunities through publications, e-newsletters, FloridaGreenwaysAndTrails.com and Visit Florida.com/trails.

**PURPOSE:**

The purpose of this MOU is to outline the responsibilities and roles associated with the maintenance of the Steinhatchee River Paddling Trail. This MOU obligates the Parties to maintain navigable waters along the Steinhatchee River, from the Upper Steinhatchee River Falls to marker 1 at the mouth of the Steinhatchee River which is also the location of the intersection of the Florida State designated Big Bend Salt Water Paddling Trail. Applying for and complying with this MOU provides Taylor County and Dixie County the special designation of Steinhatchee River Paddling Trail along with inclusion in the marketing and mapping products produced by OGT, as well as signage the Dixie and Taylor County Boards of County Commissioners decide to install.

Being designated a part of the Big Bend Saltwater Paddling Trail supports Taylor County's and Dixie County's desire for expanded tourism opportunities. Complying with the MOU provides one new approach to attracting a new type of visitor, kayak/canoe enthusiasts.

Completed/Signed copies of this MOU are to be forwarded to:

Liz Sparks, Paddling Trail Coordinator  
Office of Greenways and Trails  
Division of Recreation and Parks  
3900 Commonwealth Boulevard, MS 795  
Tallahassee, FL 32399-3000  
Telephone: 850-245-2079, Fax: 850-245-2083

**COMPLIANCE**

Compliance includes performing maintenance of the Steinhatchee River Paddling Trail. Maintenance will be performed on the following schedule:

- 1) One time per year between January 1 and March 30 of each year by volunteers coordinated by the county manager/administrator for both Dixie and Taylor. They will travel the river in small boats or canoes or kayaks and identify any obstructions using GPS markings if possible and photos. This information will then be forwarded to the appropriate manager/administrator at their respective email addresses.
- 2) The respective county manager/administrator will then coordinate a team of county maintenance staff to plan and perform the appropriate maintenance within 30 days of receipt of the volunteer report in conjunction with any suggestions provided by the Suwannee River Water Management District office.
- 3) In the event of a major storm, the counties will repeat the above items 1) within 90 days of the storm and 2) within 30 days of the receipt of the storm associated volunteer report.

**NON-COMPLIANCE**

The consequences for non-compliance within 180 days after notification from the Office of Greenways and Trails, is the removal of the designation from future marketing and map materials available to visitors to the State of Florida.

**TERM:**

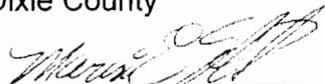
This MOU will remain in effect continuously until either of the two parties individually chooses to notify the others of its desire to end its' participation or OGT removes the designation for cause.

**Signatures:**

Taylor County

Dixie County

\_\_\_\_\_  
Signature – County Commissioner

  
\_\_\_\_\_  
Signature – County Commissioner

\_\_\_\_\_  
Printed Name

Marvin E. Hunt  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address for Notifications

marvinhunt2@bellsouth.net  
\_\_\_\_\_  
Email Address for Notifications

\_\_\_\_\_  
Date

June 5, 2014  
\_\_\_\_\_  
Date

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF GREENWAYS AND TRAILS**

**MANAGEMENT CERTIFICATE  
FOR DESIGNATION OF LANDS OR WATERWAYS AS PART OF THE  
FLORIDA GREENWAYS AND TRAILS SYSTEM**

**TO:** Office of Greenways and Trails  
Department of Environmental Protection  
3900 Commonwealth Blvd., Mail Station 795  
Tallahassee, FL 32399-3000

**RE:** **Steinhatchee River Paddling Trail**

Name of Project

**Steinhatchee River**

Address or Location of Project

**FROM:** **Taylor County Board of County Commissioners**

Name of Managing Entity

**Dustin Hinkel**

Name of Contact/Representative

**201 East Green Street**

Address of Managing Entity

**Perry, FL 32341**

City, State and Zip Code

(850) **838-3500x7**

Telephone Number

(850) **838-3501**

Facsimile Number

**Taylor County Board of County Commissioners**

Name of Owner of Property Proposed for Designation\*\*

**201 East Green Street**

Address of Owner of Property Proposed for Designation

**Perry, FL 32341**

City, State and Zip Code

(850) **838-3500**

Telephone Number

(850) **838-3501**

Facsimile Number

\*\* Attach additional sheet(s) if more than one owner

The undersigned Managing Entity hereby ratifies and confirms:

- (1) That it is willing to manage the Project following its designation by the Department of Environmental Protection as part of the Florida Greenways and Trails System;
- (2) That management of the project will be based on and proceed in accordance with the terms and conditions of the following:
  - (a) Existing leases, subleases, management plans, licenses, easements or other agreements or encumbrances previously executed and currently in effect for any portion of the lands or waterways located within the Project; and
  - (b) A designation agreement to be negotiated among and executed by the undersigned Managing Entity, the Owner(s) of the lands or waterways proposed for designation and the Secretary of the Department of Environmental Protection, which designation agreement shall be subordinate to any existing leases, agreements or other encumbrances described in paragraph (a) above.
- (3) That in the event the undersigned ceases to be the Managing Entity of the Project or if the aforementioned designation agreement is amended, rescinded or otherwise terminated for any reason, the undersigned will notify the Department's Office of Greenways and Trails within five (5) business days following the occurrence of any such event.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed as of the date set forth below.

MANAGING ENTITY

\_\_\_\_\_  
[Print Name of Managing Entity]

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

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

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

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON EXHIBITS "C" AND "E" TO THE LEASE AGREEMENT WITH THE VETERANS' ADMINISTRATION FOR THE PROPOSED HEALTH CLINIC, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JULY 7, 2014

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

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** DUE TO TIME CONSTRAINTS IN PROCESSING THE PROPOSED LEASE AGREEMENT THE COUNTY ADMINISTRATOR APPROVED EXHIBITS "C" AND "E".

**Options:** APPROVE/DENY

**Attachments:** EXHIBIT C  
EXHIBIT E

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  <b>LESSOR'S ANNUAL COST STATEMENT</b> IMPORTANT - Read attached "Instructions"	1. SOLICITATION FOR OFFERS <b>EXHIBIT "E"</b> <b>VA248-13-R-0199</b>	2. STATEMENT DATE
	3. NUSF AREA (SQ. FT.) 1,586	3A. ENTIRE BUILDING 1,586
		3B. LEASED BY GOVT 1,586

4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)  
**Taylor County Rural Healthcare Clinic - 1218 Peacock Avenue, South - Perry, Florida 32347**

**SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES  
 FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION**

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY (c)
	(a) ENTIRE BUILDING	(b) GOVT-LEASED AREA	
<b>A. CLEANING, JANITOR AND/OR CHAR SERVICE</b>			
5. SALARIES		Government Responsibility	
6. SUPPLIES (Wax, cleansers, cloths, etc.)		Government Responsibility	
7. CONTRACT SERVICES (Window washing, waste and snow removal)		Government Responsibility	
<b>B. HEATING</b>			
8. SALARIES		N/A	
9. FUEL ("x" one)	OIL	GAS	COAL
		ELECTRIC	
10. SYSTEM MAINTENANCE AND REPAIR		Government Responsibility	
<b>C. ELECTRICAL</b>			
11. CURRENT FOR LIGHT AND POWER (Including elevators)		?	
12. REPLACEMENT OF BULBS, TUBES, STARTERS		Government Responsibility	
13. POWER FOR SPECIAL EQUIPMENT		Government Responsibility	
14. SYSTEM MAINTENANCE AND REPAIR (Ballasts, fixtures, etc.)		Government Responsibility	
<b>D. PLUMBING</b>			
15. WATER (For all purposes) (Include sewage charges)		?	
16. SUPPLIES (Soap, towels, tissues not in 6 above)		Government Responsibility	
17. SYSTEM MAINTENANCE AND REPAIR		Government Responsibility	
<b>E. AIR CONDITIONING</b>			
18. UTILITIES (Include electricity, if not in C11)		?	
19. SYSTEM MAINTENANCE AND REPAIR		Government Responsibility	
<b>F. ELEVATORS</b>			
20. SALARIES (Operators, starters, etc.)		N/A	
21. SYSTEM MAINTENANCE AND REPAIR		N/A	
<b>G. MISCELLANEOUS (To the extent not included above)</b>			
22. BUILDING ENGINEER AND/OR MANAGER		N/A	
23. SECURITY (Watchmen, guards, not janitors)		Government Responsibility	
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INSURANCE			
25. LAWN AND LANDSCAPING MAINTENANCE		Government Responsibility	
26. OTHER (Explain on separate sheet)			
27. TOTAL	\$	\$	\$

**SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES**

28. REAL ESTATE TAXES			
29. INSURANCE (Hazard, liability, etc.)			
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT		\$7.20	
31. LEASE COMMISSION			
32. MANAGEMENT			
33. TOTAL	\$		\$

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.

	34. SIGNATURE OF <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> LEGAL AGENT	
TYPED NAME AND TITLE	SIGNATURE	DATE
34A. <i>Dustin Hinkel, County Administrator</i>	34B. <i>[Signature]</i>	34C. <i>6/20/14</i>
35A.	35B.	35C.

**INSTRUCTIONS**  
FOR  
**LESSOR'S ANNUAL COST STATEMENT**  
**GSA FORM 1217**

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for comparable facilities.

**ITEM NUMBER**

1. Enter the Government lease or Solicitation for Offers number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

**SECTION I**  
**ESTIMATED ANNUAL COST**  
**OF SERVICES AND UTILITIES**

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

**SECTION II**  
**ESTIMATED ANNUAL COST OF OWNERSHIP**  
**EXCLUSIVE OF CAPITAL CHARGES**

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boilers, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34./35. Complete Lessor certification.

EXHIBIT "C"

(For Leases At or Below the Simplified Lease Acquisition Threshold)	Solicitation Number VA248-13-R-0199	Dated 6/20/14
---	--	------------------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1.52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

INITIALS: DA & \_\_\_\_\_  
LESSOR GOVERNMENT

EXHIBIT "C"

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

INITIALS: DH & \_\_\_\_\_  
LESSOR GOVERNMENT

EXHIBIT "C"

qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**2.52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**3.52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

INITIALS: DH & \_\_\_\_\_  
LESSOR GOVERNMENT

EXHIBIT "C"

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**4. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)**

(a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that---

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that---

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is  is not  a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**5. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(Applicable when the estimated value of the acquisition exceeds \$100,000)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying

INITIALS: DH & \_\_\_\_\_  
LESSOR GOVERNMENT

EXHIBIT "C"

contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6.52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: 59-6000879

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

Sole proprietorship;

Government entity (Federal, State, or local);

Partnership;

Foreign government;

Corporate entity (not tax-exempt);

International organization per 26 CFR 1.6049-4;

Corporate entity (tax-exempt);

Other \_\_\_\_\_

(f) *Common Parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

INITIALS: DA & \_\_\_\_\_  
LESSOR GOVERNMENT

EXHIBIT "C"

**7.52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

**8.DUNS NUMBER (JUN 2004)**

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 065887796

**9.CENTRAL CONTRACTOR REGISTRATION (MAY 2012)**

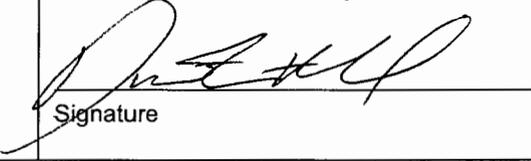
The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration Active and Copy Attached

Will Activate Registration and Submit Copy to the Government Prior to Award

INITIALS: DH & \_\_\_\_\_  
LESSOR & GOVERNMENT

EXHIBIT "C"

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) NAME <u>Dustin Hinkel</u> STREET <u>201 E. Green St.</u> CITY, STATE, ZIP <u>Perry, FL 32347</u>  <u></u> Signature	TELEPHONE NUMBER <u>(850) 838-3500</u> <u>ext 6</u>  <u>6/20/14</u> Date
--	---	--

INITIALS: DH & \_\_\_\_\_  
LESSOR GOVERNMENT

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO APPOINT THE COUNTY ADMINISTRATOR AS ITS ALTERNATE DIRECTOR ON THE GULF CONSORTIUM BOARD OF DIRECTORS, AS AGENDAED BY THE COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

JULY 7, 2014

**Statement of Issue:** THE BOARD TO MAKE AN APPOINTMENT

**Recommended Action:** APPOINT

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** EACH COUNTY IS ALLOWED ONE DIRECTOR ON THE BOARD OF DIRECTORS FOR THE GULF CONSORTIUM. THE FORMER COUNTY ADMINISTRATOR SERVED AS THE BOARD'S ALTERNATE DIRECTOR. THIS ITEM IS TO CLARIFY THAT THE CURRENT COUNTY ADMINISTRATOR WILL RETAIN THAT DESIGNATION WITH THE CONSORTIUM.

**Options:** APPROVE/DENY

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**

**TRACEY SMITH TO ADDRESS THE BOARD ON THE ACTIVITIES OF MAIN STREET PERRY.**



**MEETING DATE REQUESTED:**

**Statement of Issue:** THE MAIN STREET BOARD HAS ASKED TRACEY SMITH TO GIVE AN UPDATE ON MAIN STREET ACTIVITIES TO THE TAYLOR COUNTY BCC PRIOR TO HER DEPARTURE.

**Recommended Action:** DISCUSSION

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** TRACEY SMITH

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE TAYLOR COUNTY BCC GAVE \$10,000 TO MAIN STREET PERRY IN THE FALL OF 2012 AS SEED MONEY FOR THE ORGANIZATION. MAIN STREET PERRY WOULD LIKE TO UPDATE THE BCC ON HOW IT HAS PROGRESSED AND WHAT ACTIVITIES IT HAS ENGAGED IN AND HOW COMMUNITY INVOLVEMENT HAS EXPANDED ITS OPPORTUNITIES. TRACEY SMITH, DIRECTOR FOR MAIN STREET PERRY, IS RESIGNING FROM THE ORGANIZATION DUE TO HER RELOCATION OUT OF THE STATE.

**Options:**

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**

RHODA MOEHRING TO ADDRESS THE BOARD REGARDING THE STEINHATCHEE COMMUNITY CENTER AND PARK.



**MEETING DATE REQUESTED:**

JULY 7, 2014

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

**Recommended Action:** DISCUSSION

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** MS. RHODA MOEHRING HAS ASKED TO ADDRESS THE BOARD REGARDING PROPOSED PROJECTS TO IMPROVE THE COMMUNITY CENTER AND PARK. THE PROJECTS BOARD IS RECOMMENDING THE COMMUNITY CENTER GET A NEW ROOF WITH SEAMLESS GUTTERS AND ERECT A SHADE COVERING OVER THE PARK.

**Options:**

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER SETTING A DATE FOR A JOINT BOARD WORKSHOP WITH THE BOARD OF DIRECTORS FOR DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

JULY 7, 2014

**Statement of Issue:** THE BOARD TO CONSIDER SETTING A JOINT MEETING

**Recommended Action:** SET A DATE AND TIME

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE DMH BOARD OF DIRECTORS HAS ASKED THE BOARD TO CONSIDER DATES DURING THE WEEK OF JULY 14 TO HAVE A SPECIAL JOINT WORKSHOP. THE FOCUS OF THE MEETING WILL BE TO DISCUSS CAPITAL EQUIPMENT NEEDS AT THE HOSPITAL.

**Options:**

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A RENEWAL PROPOSAL FOR LIFE INSURANCE OFFERED THROUGH UNITED HEALTHCARE, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

JULY 7, 2014

**Statement of Issue:** THE BOARD TO CONSIDER A RENEWAL OF LIFE INSURANCE POLICY

**Recommended Action:** APPROVE

**Fiscal Impact:** RENEWAL REPRESENTS A 2 YEAR RATE HOLD

**Budgeted Expense:** YES

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** AS PART OF THE BOARD'S RENEWAL OF UNITED HEALTH CARE AS ITS INSURANCE CARRIER, UHC HAS ALSO OFFERED THE ATTACHED LIFE INSURANCE RENEWAL. THE OFFER HOLDS RATES FOR TWO YEARS AND OFFERS ADDITIONAL CLASSES FOR EMPLOYEES TO CHOOSE FROM.

**Options:** APPROVE/DENY

**Attachments:** RENEWAL

---

A Renewal for

**Taylor County Board of  
County Commissioners  
Policy # 303385**

Issued on: June 18, 2014



**Taylor County Board of County Commissioners Policy # 303385 Life Renewal**

Effective Date: October 1, 2014

	<b>Class 1</b>	<b>Class 2</b>
<b>Employee Basic Life Insurance</b>	<b>Primary</b>	<b>Primary</b>
<b>Legal Entity</b>	<b>United Healthcare Insurance Company</b>	<b>United Healthcare Insurance Company</b>
<b>Eligibility</b>	All active full time Grandfathered County Commissioners working a minimum of 40 hours per week.	All other active employees enrolled on 10/1/2012 working a minimum of 40 hours per week.
<b>Basic Annual Earnings (BAE) Definition</b>	Not Applicable	Not Applicable
<b>Benefits Payable</b>		
<b>Benefit</b>	\$170,000	\$15,000
<b>Benefit Maximum</b>	\$170,000	\$15,000
<b>Benefit Minimum</b>	\$0	\$0
<b>New Hire Guarantee Issue Limit</b>	\$170,000	\$15,000
<b>Limitations and Exclusions</b>		
<b>Evidence of Insurability Requirements</b>	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.
<b>Benefit Reduction</b>	None	None
<b>Coverage Termination</b>	At Employee's Retirement, unless eligible for retiree benefits	At Employee's Retirement, unless eligible for retiree benefits
<b>Suicide Limitation</b>	Excluded	Excluded
<b>Additional Features</b>		
<b>Accelerated Death Benefit</b>	Included	Included
<b>Percentage Available</b>	50%	50%
<b>Maximum</b>	\$50,000	\$50,000
<b>Life Expectancy</b>	12 months	12 months
<b>Waiver of Premium</b>	Included	Included
<b>Elimination Period</b>	6 months	6 months
<b>Disabled Prior To Age</b>	Prior to age 60	Prior to age 60
<b>Benefits Payable to Age</b>	To Age 65	To Age 65
<b>Portability</b>	Excluded	Excluded
<b>Conversion</b>	Included; Must apply within 30 days of coverage termination	Included; Must apply within 30 days of coverage termination
<b>Assumed Enrollment and Rates</b>		
<b>Number of Employees</b>	1	107
<b>Volume of Insurance</b>	\$170,000	\$1,605,000
<b>Rate Basis</b>	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage
	<b>Current</b> <b>Renewal</b>	<b>Current</b> <b>Renewal</b>
<b>Monthly Rate</b>	\$0.240      \$0.240	\$0.240      \$0.240
<b>Monthly Premium</b>	\$40.80      \$40.80	\$385.20      \$385.20
<b>Annual Premium</b>	\$489.60      \$489.60	\$4,622.40      \$4,622.40
<b>Employer Contribution</b>	100%	100%
<b>Participation Requirements</b>	100%	100%
<b>Broker Commissions</b>	Standard Graded	Standard Graded
<b>Rate Guarantee (in months)</b>	24	24

Employee Basic Life Insurance	Class 3		Class 4	
	Primary		Primary	
Legal Entity	United Healthcare Insurance Company		United Healthcare Insurance Company	
Eligibility	All other active employee enrolled after 10/1/2012 working a minimum of 40 hours per week.		All Grandfathered Retirees	
Basic Annual Earnings (BAE) Definition	Not Applicable		Not Applicable	
<b>Benefits Payable</b>				
Benefit	\$15,000		\$15,000	
Benefit Maximum	\$15,000		\$15,000	
Benefit Minimum	\$0		\$0	
New Hire Guarantee Issue Limit	\$15,000		\$15,000	
<b>Limitations and Exclusions</b>				
Evidence of Insurability Requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	
Benefit Reduction	65% @65, 50% @70, 35% @75		65% @65, 50% @70, 35% @75	
Coverage Termination	At Employee's Retirement, unless eligible for retiree benefits		None	
Suicide Limitation	Excluded		Excluded	
<b>Additional Features</b>				
Accelerated Death Benefit	Included		Excluded	
Percentage Available	50%			
Maximum	\$50,000			
Life Expectancy	12 months			
Waiver of Premium	Included		Excluded	
Elimination Period	6 months			
Disabled Prior To Age	Prior to age 60			
Benefits Payable to Age	To Age 65			
Portability	Excluded		Excluded	
Conversion	Included; Must apply within 30 days of coverage termination		Included; Must apply within 30 days of coverage termination	
<b>Assumed Enrollment and Rates</b>				
Number of Employees	17		5	
Volume of Insurance	\$247,500		\$42,000	
Rate Basis	Composite per \$1,000 of coverage		Composite per \$1,000 of coverage	
	Current	Renewal	Current	Renewal
Monthly Rate	\$0.240	\$0.240	\$0.240	\$0.240
Monthly Premium	\$59.40	\$59.40	\$10.08	\$10.08
Annual Premium	\$712.80	\$712.80	\$120.96	\$120.96
Employer Contribution	100%		0%	
Participation Requirements	100%		20%	
Broker Commissions	Standard Graded		Standard Graded	
Rate Guarantee (in months)	24		24	

Employee Basic Life Insurance		Class 5	
		Primary	
<b>Legal Entity</b>		United Healthcare Insurance Company	
<b>Eligibility</b>		All New Retirees	
<b>Basic Annual Earnings (BAE) Definition</b>		Not Applicable	
<b>Benefits Payable</b>			
<b>Benefit</b>		\$15,000	
<b>Benefit Maximum</b>		\$15,000	
<b>Benefit Minimum</b>		\$0	
<b>New Hire Guarantee Issue Limit</b>		\$15,000	
<b>Limitations and Exclusions</b>			
<b>Evidence of Insurability Requirements</b>		Required for late entrants and amounts over Guarantee issue amount. Also required for all coverage if minimum participation level is not met.	
<b>Benefit Reduction</b>		65%@65, 50%@70, 35%@75	
<b>Coverage Termination</b>		None	
<b>Suicide Limitation</b>		Excluded	
<b>Additional Features</b>			
<b>Accelerated Death Benefit</b>		Excluded	
<b>Percentage Available</b>			
<b>Maximum</b>			
<b>Life Expectancy</b>			
<b>Waiver of Premium</b>		Excluded	
<b>Elimination Period</b>			
<b>Disabled Prior To Age</b>			
<b>Benefits Payable to Age</b>			
<b>Portability</b>		Excluded	
<b>Conversion</b>		Included; Must apply within 30 days of coverage termination	
<b>Assumed Enrollment and Rates</b>			
<b>Number of Employees</b>		1	
<b>Volume of Insurance</b>		\$9,750	
<b>Rate Basis</b>		Composite per \$1,000 of coverage	
		<b>Current</b>	<b>Renewal</b>
<b>Monthly Rate</b>		\$0.360	\$0.360
<b>Monthly Premium</b>		\$3.51	\$3.51
<b>Annual Premium</b>		\$42.12	\$42.12
<b>Employer Contribution</b>		0%	
<b>Participation Requirements</b>		20%	
<b>Broker Commissions</b>		Standard Graded	
<b>Rate Guarantee (in months)</b>		24	

	Class 1	Class 2												
	Primary	Primary												
<b>Employee Basic AD&amp;D Insurance</b>	United Healthcare Insurance Company	United Healthcare Insurance Company												
<b>Legal Entity</b>														
Eligibility	All active full time Grandfathered County Commissioners working a minimum of 40 hours per week.	All other active employees enrolled on 10/1/2012 working a minimum of 40 hours per week.												
Basic Annual Earnings Definition	Not Applicable	Not Applicable												
<b>Benefits Payable</b>														
Benefit	\$170,000	\$15,000												
Benefit Maximum	\$170,000	\$15,000												
Benefit Minimum	\$0	\$0												
Loss Occurrence Period	180 days	180 days												
Seat Belt Benefit	10.0% to \$10,000	10.0% to \$10,000												
Air Bag Benefit	An additional 10%	An additional 10%												
Loss of Life	100%	100%												
Quadriplegia	100%	100%												
Paraplegia	50%	50%												
Hemiplegia	50%	50%												
Loss of one hand	50%	50%												
Loss of one foot	50%	50%												
Loss of sight of one eye	50%	50%												
Loss of both hands or both feet	100%	100%												
Loss of sight of both eyes	100%	100%												
Loss of one hand and sight of one eye	100%	100%												
Loss of one foot and sight of one eye	100%	100%												
Loss of speech	25%	25%												
Loss of hearing	25%	25%												
<b>Limitations and Exclusions</b>														
Benefit Reduction	None	None												
Coverage Termination	At Employee's Retirement	At Employee's Retirement												
Exclusions	Standard	Standard												
<b>Assumed Enrollment and Rates</b>														
Number of Employees	1	107												
Volume of Insurance	\$170,000	\$1,605,000												
Rate Basis	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage												
	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left;">Current</th> <th style="width: 50%; text-align: left;">Renewal</th> </tr> <tr> <td style="text-align: center;">\$0.020</td> <td style="text-align: center;">\$0.020</td> </tr> </table>	Current	Renewal	\$0.020	\$0.020	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left;">Current</th> <th style="width: 50%; text-align: left;">Renewal</th> </tr> <tr> <td style="text-align: center;">\$0.020</td> <td style="text-align: center;">\$0.020</td> </tr> <tr> <td style="text-align: center;">\$32.10</td> <td style="text-align: center;">\$32.10</td> </tr> <tr> <td style="text-align: center;">\$385.20</td> <td style="text-align: center;">\$385.20</td> </tr> </table>	Current	Renewal	\$0.020	\$0.020	\$32.10	\$32.10	\$385.20	\$385.20
Current	Renewal													
\$0.020	\$0.020													
Current	Renewal													
\$0.020	\$0.020													
\$32.10	\$32.10													
\$385.20	\$385.20													
Monthly Rate	\$0.020	\$0.020												
Monthly Premium	\$3.40	\$32.10												
Annual Premium	\$40.80	\$385.20												
Employer Contribution	100%	100%												
Participation Requirements	100%	100%												
Broker Commissions	Standard Graded	Standard Graded												
Rate Guarantee (in months)	24	24												
<b>Additional AD&amp;D Benefits</b>														
Common Carrier Hazard Benefit	Amount equal to 100.0% of the AD&D benefit, not to exceed a maximum of \$100,000	Amount equal to 100.0% of the AD&D benefit, not to exceed a maximum of \$100,000												

Employee Basic AD&D Insurance		Class 3	
Legal Entity		Primary	
United Healthcare Insurance Company			
Eligibility		All other active employee enrolled after 10/1/2012 working a minimum of 40 hours per week.	
Basic Annual Earnings Definition		Not Applicable	
Benefits Payable			
Benefit		\$15,000	
Benefit Maximum		\$15,000	
Benefit Minimum		\$0	
Loss Occurrence Period		180 days	
Seat Belt Benefit		10.0% to \$10,000	
Air Bag Benefit		An additional 10%	
Loss of Life		100%	
Quadriplegia		100%	
Paraplegia		50%	
Hemiplegia		50%	
Loss of one hand		50%	
Loss of one foot		50%	
Loss of sight of one eye		50%	
Loss of both hands or both feet		100%	
Loss of sight of both eyes		100%	
Loss of one hand and sight of one eye		100%	
Loss of one foot and sight of one eye		100%	
Loss of speech		25%	
Loss of hearing		25%	
Limitations and Exclusions			
Benefit Reduction		65%@65, 50%@70, 35%@75	
Coverage Termination		None	
Exclusions		Standard	
Assumed Enrollment and Rates			
Number of Employees		17	
Volume of Insurance		\$247,500	
Rate Basis		Composite per \$1,000 of coverage	
		Current	Renewal
Monthly Rate		\$0.020	\$0.020
Monthly Premium		\$4.95	\$4.95
Annual Premium		\$59.40	\$59.40
Employer Contribution		100%	
Participation Requirements		100%	
Broker Commissions		Standard Graded	
Rate Guarantee (in months)		24	
Additional Benefits			
Common Carrier Hazard Benefit		Amount equal to 100.0% of the AD&D benefit, not to exceed a maximum of \$100,000	

**Taylor County Board of County Commissioners Policy # 303385 Life Renewal**  
 Effective Date: October 1, 2014

Dependent Basic Life Insurance	Class 1		Class 2	
	Primary		Primary	
Legal Entity	United Healthcare Insurance Company		United Healthcare Insurance Company	
Eligibility	All active full time Grandfathered County Commissioners working a minimum of 40 hours per week.		All other active employees enrolled on 10/1/2012 working a minimum of 40 hours per week.	
Domestic Partners	Not Covered		Not Covered	
<b>Benefits Payable</b>				
Spouse Benefit	\$5,000		\$5,000	
Spouse Guarantee Issue Amount	\$5,000		\$5,000	
Child Benefit				
0 to 14 Days	\$0		\$0	
14 Days to 6 Months	\$500		\$500	
6 Months and Over	\$2,500		\$2,500	
Child Guarantee Issue Amount	\$2,500		\$2,500	
Open Enrollment	NA		NA	
<b>Limitations and Exclusions</b>				
Evidence of Insurability Requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	
Benefit Reduction	None		None	
Coverage Termination	At Employee's Retirement		At Employee's Retirement	
Suicide Limitation	Excluded		Excluded	
<b>Additional Features</b>				
Accelerated Death Benefit	Excluded		Excluded	
Waiver of Premium	Excluded		Excluded	
Portability	Excluded		Excluded	
Conversion	Included; Must apply within 30 days of coverage termination		Included; Must apply within 30 days of coverage termination	
<b>ASSUMED ENROLLMENT AND RATES</b>				
Number of Employees	TBD		TBD	
Rate Basis	TBD		TBD	
	Current	Renewal	Current	Renewal
Monthly Rate- Family	\$1.050	\$1.050	\$1.050	\$1.050
Monthly Premium	TBD	TBD	TBD	TBD
Annual Premium	TBD	TBD	TBD	TBD
Employer Contribution	100%		100%	
Participation Requirements	100%		100%	
Broker Commissions	Standard Graded		Standard Graded	
Rate Guarantee (in months)	24		24	

Class 3	
Primary	
<b>Dependent Basic Life Insurance</b>	<b>United Healthcare Insurance Company</b>
<b>Legal Entity</b>	
<b>Eligibility</b>	All other active employee enrolled after 10/1/2012 working a minimum of 40 hours per week.
<b>Domestic Partners</b>	Not Covered
<b>Benefits Payable</b>	
<b>Spouse Benefit</b>	\$5,000
<b>Spouse Guarantee Issue Amount</b>	\$5,000
<b>Child Benefit</b>	
0 to 14 Days	\$0
14 Days to 6 Months	\$500
6 Months and Over	\$2,500
<b>Child Guarantee Issue Amount</b>	\$2,500
<b>Open Enrollment</b>	NA
<b>Limitations and Exclusions</b>	
<b>Evidence of Insurability Requirements</b>	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.
<b>Benefit Reduction</b>	None
<b>Coverage Termination</b>	At Employee's Retirement
<b>Suicide Limitation</b>	Excluded
<b>Additional Features</b>	
<b>Accelerated Death Benefit</b>	Excluded
<b>Waiver of Premium</b>	Excluded
<b>Portability</b>	Excluded
<b>Conversion</b>	Included; Must apply within 30 days of coverage termination
<b>Assumed Enrollment and Rates</b>	
<b>Number of Employees</b>	TBD
<b>Rate Basis</b>	TBD
	<b>Current</b> <b>Renewal</b>
<b>Monthly Rate- Family</b>	\$1,050                      \$1,050
<b>Monthly Premium</b>	TBD                      TBD
<b>Annual Premium</b>	TBD                      TBD
<b>Employer Contribution</b>	100%
<b>Participation Requirements</b>	100%
<b>Broker Commissions</b>	Standard Graded
<b>Rate Guarantee (in months)</b>	24

	Class 1		Class 2	
	Primary		Primary	
<b>Employee Supplemental Life Insurance</b>	<b>United Healthcare Insurance Company</b>		<b>United Healthcare Insurance Company</b>	
<b>Legal Entity</b>	<b>United Healthcare Insurance Company</b>		<b>United Healthcare Insurance Company</b>	
Eligibility	All active full time Grandfathered County Commissioners working a minimum of 40 hours per week.		All other active employees enrolled on 10/1/2012 working a minimum of 40 hours per week.	
Basic Annual Earnings Definition	The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.		The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.	
<b>Benefits Payable</b>				
Benefit	Increments of \$10,000		Increments of \$10,000	
Benefit Maximum	\$300,000, not to exceed 5 times the employee's Basic Annual Earnings		\$300,000, not to exceed 5 times the employee's Basic Annual Earnings	
Benefit Minimum	\$0		\$0	
Guarantee Issue Limit	\$100,000		\$100,000	
Open Enrollment	Not Included		Not Included	
<b>Limitations and Exclusions</b>				
Evidence of Insurability Requirements	Required for late entrants, any increase in coverage and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		Required for late entrants, any increase in coverage and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	
Benefit Reduction	65% @ 65, 50% @ 70, 35% @ 75		65% @ 65, 50% @ 70, 35% @ 75	
Coverage Termination	At Employee's Retirement		At Employee's Retirement	
Suicide Limitation	2 Years		2 Years	
<b>Additional Features</b>				
Accelerated Death Benefit	Included		Included	
Percentage Available	50%		50%	
Maximum	\$50,000 when combined with Basic Life		\$50,000 when combined with Basic Life	
Life Expectancy	12 months		12 months	
Waiver of Premium	Included		Included	
Elimination Period	6 months		6 months	
Disabled Prior To Age	Prior to age 60		Prior to age 60	
Benefits Payable to Age	To Age 65		To Age 65	
Portability	Included. Must apply within 30 days of coverage termination.		Included. Must apply within 30 days of coverage termination.	
Minimum	\$5,000		\$5,000	
Maximum	\$500,000		\$500,000	
Maximum Age to Port	70		70	
Conversion	Included, Must apply within 30 days of coverage termination		Included, Must apply within 30 days of coverage termination	
eAPP Evidence of Insurability	Available		Available	
Personalized Enrollment Forms	Available		Available	
<b>Assumed Enrollment and Rates</b>				
Number of Employees	0		24	
Volume of Insurance	\$0		\$1,223,000	
Rate Basis	Unisex Unitobacco Age-banded per \$1,000 of coverage		Unisex Unitobacco Age-banded per \$1,000 of coverage	
<b>Monthly Rate</b>	<b>Current</b>	<b>Renewal</b>	<b>Current</b>	<b>Renewal</b>
Under 25	\$0.060	\$0.060	\$0.060	\$0.060
25 - 29	\$0.060	\$0.060	\$0.060	\$0.060
30 - 34	\$0.090	\$0.090	\$0.090	\$0.090
35 - 39	\$0.130	\$0.130	\$0.130	\$0.130
40 - 44	\$0.160	\$0.160	\$0.160	\$0.160
45 - 49	\$0.270	\$0.270	\$0.270	\$0.270
50 - 54	\$0.460	\$0.460	\$0.460	\$0.460
55 - 59	\$0.820	\$0.820	\$0.820	\$0.820
60 - 64	\$1.090	\$1.090	\$1.090	\$1.090
65 - 69	\$1.980	\$1.980	\$1.980	\$1.980
70 - 74	\$3.280	\$3.280	\$3.280	\$3.280
75 and above	\$12.860	\$12.860	\$12.860	\$12.860
<b>Monthly Premium</b>			<b>\$401.14</b>	<b>\$401.14</b>
<b>Annual Premium</b>			<b>\$4,813.73</b>	<b>\$4,813.73</b>
Employer Contribution	0%		0%	
Participation Requirements	20%		20%	
Broker Commissions	Standard Graded		Standard Graded	
Rate Guarantee (in months)	24		24	

Employee Supplemental Life Insurance		Class 3	
<b>Legal Entity</b>		<b>Primary</b>	
United Healthcare Insurance Company		United Healthcare Insurance Company	
Eligibility		All other active employee enrolled after 10/1/2012 working a minimum of 40 hours per week.	
Basic Annual Earnings Definition		The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.	
<b>Benefits Payable</b>		Increments of \$10,000	
Benefit		\$300,000, not to exceed 5 times the employee's Basic Annual Earnings	
Benefit Maximum		\$0	
Benefit Minimum		\$100,000	
Guarantee Issue Limit		Not Included	
Open Enrollment		Not Included	
<b>Limitations and Exclusions</b>		Required for late entrants, any increase in coverage and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	
Evidence of Insurability Requirements		65% @ 65, 50% @ 70, 35% @ 75	
Benefit Reduction		At Employee's Retirement	
Coverage Termination		2 Years	
Suicide Limitation		Included	
<b>Additional Features</b>		50%	
Accelerated Death Benefit		\$50,000 when combined with Basic Life	
Percentage Available		12 months	
Maximum		Included	
Life Expectancy		6 months	
Waiver of Premium		Prior to age 60	
Elimination Period		To Age 65	
Disabled Prior To Age		Included. Must apply within 30 days of coverage termination.	
Benefits Payable to Age		\$5,000	
Portability		\$500,000	
Minimum		70	
Maximum		Included; Must apply within 30 days of coverage termination	
Maximum Age to Port		Available	
Conversion		Available	
eAPP Evidence of Insurability		4	
Personalized Enrollment Forms		\$230,000	
Assumed Enrollment and Rates		Unisex Unitobacco Age-banded per \$1,000 of coverage	
Number of Employees			
Volume of Insurance			
Rate Basis			
<b>Monthly Rate</b>		<b>Current</b>	
Under 25		\$0.060	
25 - 29		\$0.060	
30 - 34		\$0.090	
35 - 39		\$0.130	
40 - 44		\$0.160	
45 - 49		\$0.270	
50 - 54		\$0.460	
55 - 59		\$0.820	
60 - 64		\$1.090	
65 - 69		\$1.980	
70 - 74		\$3.280	
75 and above		\$12.860	
<b>Monthly Premium</b>		<b>Renewal</b>	
Under 25		\$0.060	
25 - 29		\$0.060	
30 - 34		\$0.090	
35 - 39		\$0.130	
40 - 44		\$0.160	
45 - 49		\$0.270	
50 - 54		\$0.460	
55 - 59		\$0.820	
60 - 64		\$1.090	
65 - 69		\$1.980	
70 - 74		\$3.280	
75 and above		\$12.860	
<b>Monthly Premium</b>		<b>Renewal</b>	
Under 25		\$75.44	
25 - 29		\$75.44	
30 - 34		\$905.28	
35 - 39		\$905.28	
40 - 44		0%	
45 - 49		20%	
50 - 54		Standard Graded	
55 - 59		24	
60 - 64			
65 - 69			
70 - 74			
75 and above			
<b>Employer Contribution</b>		0%	
Participation Requirements		20%	
Broker Commissions		Standard Graded	
Rate Guarantee (in months)		24	

	Class 1	Class 2
<b>Employee Supplemental AD&amp;D Insurance</b>	<b>Primary</b>	<b>Primary</b>
<b>Legal Entity</b>	<b>United Healthcare Insurance Company</b>	<b>United Healthcare Insurance Company</b>
<b>Eligibility</b>	All active full time Grandfathered County Commissioners working a minimum of 40 hours per week.	All other active employees enrolled on 10/1/2012 working a minimum of 40 hours per week.
<b>Basic Annual Earnings Definition</b>	The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.	The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.
<b>Benefits Payable</b>		
<b>Benefit</b>	If elected, equal to the employee's amount of Supplemental Life	If elected, equal to the employee's amount of Supplemental Life
<b>Benefit Maximum</b>	\$300,000, not to exceed 5 times the employee's Basic Annual Earnings	\$300,000, not to exceed 5 times the employee's Basic Annual Earnings
<b>Benefit Minimum</b>	\$0	\$0
<b>Loss Occurrence Period</b>	180 days	180 days
<b>Seat Belt Benefit</b>	10.0% to \$10,000	10.0% to \$10,000
<b>Airbag Benefit</b>	An additional 10%	An additional 10%
<b>Loss of Life</b>	100%	100%
<b>Quadriplegia</b>	100%	100%
<b>Paraplegia</b>	50%	50%
<b>Hemiplegia</b>	50%	50%
<b>Loss of one hand</b>	50%	50%
<b>Loss of one foot</b>	50%	50%
<b>Loss of sight of one eye</b>	50%	50%
<b>Loss of both hands or both feet</b>	100%	100%
<b>Loss of sight of both eyes</b>	100%	100%
<b>Loss of one hand and sight of one eye</b>	100%	100%
<b>Loss of one foot and sight of one eye</b>	100%	100%
<b>Loss of speech</b>	25%	25%
<b>Loss of hearing</b>	25%	25%
<b>Limitations and Exclusions</b>		
<b>Benefit Reduction</b>	65%@65, 50%@70, 35%@75	65%@65, 50%@70, 35%@75
<b>Coverage Termination</b>	At Employee's Retirement	At Employee's Retirement
<b>Exclusions</b>	Standard	Standard
<b>ASSUMED Enrollment and Rates</b>		
<b>Number of Employees</b>	0	TBD
<b>Volume of Insurance</b>	\$0	TBD
<b>Rate Basis</b>	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage
	<b>Current                      Renewal</b>	<b>Current                      Renewal</b>
<b>Monthly Rate</b>	\$0.020                      \$0.020	\$0.020                      \$0.020
<b>Monthly Premium</b>	\$0.00                          \$0.00	TBD                              TBD
<b>Annual Premium</b>	\$0.00                          \$0.00	TBD                              TBD
<b>Employer Contribution</b>	0%	0%
<b>Participation Requirements</b>	20%	20%
<b>Broker Commissions</b>	Standard Graded	Standard Graded
<b>Rate Guarantee (in months)</b>	24	24
<b>Additional Benefits</b>		
<b>Common Carrier Hazard Benefit</b>	Amount equal to 100.0% of the AD&D benefit, not to exceed a maximum of \$100,000	Amount equal to 100.0% of the AD&D benefit, not to exceed a maximum of \$100,000

<b>Employee Supplemental AD&amp;D Insurance</b>
<b>Legal Entity</b>
Eligibility
Basic Annual Earnings Definition
<b>Benefits Payable</b>
Benefit
Benefit Maximum
Benefit Minimum
Loss Occurrence Period
Seat Belt Benefit
Airbag Benefit
Loss of Life
Quadriplegia
Paraplegia
Hemiplegia
Loss of one hand
Loss of one foot
Loss of sight of one eye
Loss of both hands or both feet
Loss of sight of both eyes
Loss of one hand and sight of one eye
Loss of one foot and sight of one eye
Loss of speech
Loss of hearing
<b>Limitations and Exclusions</b>
Benefit Reduction
Coverage Termination
Exclusions
<b>Assumed Enrollment and Rates</b>
Number of Employees
Volume of Insurance
Rate Basis
<b>Monthly Rate</b>
<b>Monthly Premium</b>
<b>Annual Premium</b>
Employer Contribution
Participation Requirements
Broker Commissions
Rate Guarantee (in months)
<b>Additional Benefits</b>
Common Carrier Hazard Benefit

<b>Class 3</b>
<b>Primary</b>
<b>United Healthcare Insurance Company</b>
All other active employee enrolled after 10/1/2012 working a minimum of 40 hours per week.
The Annual Earnings received from the Covered Person's Employer. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.
If elected, equal to the employee's amount of Supplemental Life
\$300,000, not to exceed 5 times the employee's Basic Annual Earnings
\$0
180 days
10.0% to \$10,000
An additional 10%
100%
100%
50%
50%
50%
50%
50%
100%
100%
100%
100%
25%
25%
65% @ 65, 50% @ 70, 35% @ 75
At Employee's Retirement
Standard
TBD
TBD
Composite per \$1,000 of coverage
<b>Current                      Renewal</b>
\$0.020                      \$0.020
TBD                              TBD
TBD                              TBD
0%
20%
Standard Graded
24
Amount equal to 100.0% of the AD&D benefit, not to exceed a maximum of \$100,000

	Class 1		Class 2	
<b>Dependent Supplemental Life Insurance</b>	<b>Class 1</b>		<b>Class 2</b>	
<b>Legal Entity</b>	<b>Primary</b> United Healthcare Insurance Company		<b>Primary</b> United Healthcare Insurance Company	
<b>Eligibility</b>	All active full time Grandfathered County Commissioners working a minimum of 40 hours per week.		All other active employees enrolled on 10/1/2012 working a minimum of 40 hours per week.	
<b>Domestic Partners</b>	Not Covered		Not Covered	
<b>Benefits Payable</b>	Increments of \$5,000		Increments of \$5,000	
<b>Spouse Benefit</b>	\$150,000 not to exceed 100.0% of the Employee's amount of Supplemental Life		\$150,000 not to exceed 100.0% of the Employee's amount of Supplemental Life	
<b>Spouse Benefit Maximum</b>	\$0		\$0	
<b>Spouse Benefit Minimum</b>	\$50,000		\$50,000	
<b>Spouse Guarantee Issue Amount</b>	Birth to 14 days = None 14 days to 6 months = \$250 6 months to age 26 = \$10,000		Birth to 14 days = None 14 days to 6 months = \$250 6 months to age 26 = \$10,000	
<b>Child Benefit</b>	\$10,000 not to exceed 100.0% of the Employee's amount of Supplemental Life		\$10,000 not to exceed 100.0% of the Employee's amount of Supplemental Life	
<b>Child Benefit Maximum</b>	\$0		\$0	
<b>Child Benefit Minimum</b>	\$10,000		\$10,000	
<b>Child Guarantee Issue Amount</b>	Not Included		Not Included	
<b>Open Enrollment</b>	Not Included		Not Included	
<b>Limitations and Exclusions</b>	Required for late entrants, any increase in coverage and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		Required for late entrants, any increase in coverage and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	
<b>Evidence of Insurability Requirements</b>	None		None	
<b>Benefit Reduction</b>	At Employee's Retirement		At Employee's Retirement	
<b>Coverage Termination</b>	2 Years		2 Years	
<b>Suicide Limitation</b>	Standard		Standard	
<b>Exclusions</b>	Standard		Standard	
<b>Additional Features</b>	Excluded		Excluded	
<b>Accelerated Death Benefit</b>	Excluded		Excluded	
<b>Waiver of Premium</b>	Included. Must apply within 30 days of coverage termination.		Included. Must apply within 30 days of coverage termination.	
<b>Portability</b>	Included. Must apply within 30 days of coverage termination.		Included. Must apply within 30 days of coverage termination.	
<b>Minimum</b>	\$5,000		\$5,000	
<b>Maximum</b>	\$250,000		\$250,000	
<b>Maximum Age to Port</b>	70		70	
<b>Conversion</b>	Included. Must apply within 30 days of coverage termination		Included. Must apply within 30 days of coverage termination	
<b>eAPP Evidence of Insurability</b>	Available		Available	
<b>Personalized Enrollment Forms</b>	Available		Available	
<b>Assumed Enrollment and Rates</b>	TBD		TBD	
<b>Number of Spouses</b>	TBD		TBD	
<b>Number of Child Units</b>	TBD		TBD	
<b>Volume of Insurance- Spouse</b>	TBD		TBD	
<b>Volume of Insurance- Child(ren)</b>	TBD		TBD	
<b>Rate Basis- Spouse</b>	Unisex Unitobacco Age-banded per \$1,000 of coverage		Unisex Unitobacco Age-banded per \$1,000 of coverage	
<b>Rate Basis- Child(ren)</b>	Composite per \$1,000 of coverage		Composite per \$1,000 of coverage	
<b>Monthly Rate- Spouse</b>	<b>Current</b>	<b>Renewal</b>	<b>Current</b>	<b>Renewal</b>
Under 25	\$0.060	\$0.060	\$0.060	\$0.060
25 - 29	\$0.060	\$0.060	\$0.060	\$0.060
30 - 34	\$0.090	\$0.090	\$0.090	\$0.090
35 - 39	\$0.130	\$0.130	\$0.130	\$0.130
40 - 44	\$0.160	\$0.160	\$0.160	\$0.160
45 - 49	\$0.270	\$0.270	\$0.270	\$0.270
50 - 54	\$0.460	\$0.460	\$0.460	\$0.460
55 - 59	\$0.820	\$0.820	\$0.820	\$0.820
60 - 64	\$1.090	\$1.090	\$1.090	\$1.090
65 - 69	\$1.980	\$1.980	\$1.980	\$1.980
70 - 74	\$3.280	\$3.280	\$3.280	\$3.280
75 and above	\$12.860	\$12.860	\$12.860	\$12.860
<b>Monthly Rate- Child(ren)</b>	\$0.180	\$0.180	\$0.180	\$0.180
<b>Monthly Premium</b>	TBD	TBD	TBD	TBD
<b>Annual Premium</b>	TBD	TBD	TBD	TBD
<b>Employer Contribution</b>	0%		0%	
<b>Participation Requirements</b>	20%		20%	
<b>Broker Commissions</b>	Standard Graded		Standard Graded	
<b>Rate Guarantee (in months)</b>	24		24	

	Class 3	
<b>Dependent Supplemental Life Insurance</b>	<b>Primary</b>	
<b>Legal Entity</b>	United Healthcare Insurance Company	
Eligibility	All other active employee enrolled after 10/1/2012 working a minimum of 40 hours per week.	
Domestic Partners	Not Covered	
<b>Benefits Payable</b>	Increments of \$5,000	
Spouse Benefit	\$150,000 not to exceed 100.0% of the Employee's amount of Supplemental Life	
Spouse Benefit Maximum	\$0	
Spouse Benefit Minimum	\$50,000	
Spouse Guarantee Issue Amount	Birth to 14 days = None 14 days to 6 months = \$250 6 months to age 26 = \$10,000	
Child Benefit	\$10,000 not to exceed 100.0% of the Employee's amount of Supplemental Life	
Child Benefit Maximum	\$0	
Child Benefit Minimum	\$10,000	
Child Guarantee Issue Amount	Not Included	
Open Enrollment		
<b>Limitations and Exclusions</b>		
Evidence of Insurability Requirements	Required for late entrants, any increase in coverage and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	
Benefit Reduction	None	
Coverage Termination	At Employee's Retirement	
Suicide Limitation	2 Years	
Exclusions	Standard	
<b>Additional Features</b>		
Accelerated Death Benefit	Excluded	
Waiver of Premium	Excluded	
Portability	Included. Must apply within 30 days of coverage termination.	
Minimum	\$5,000	
Maximum	\$250,000	
Maximum Age to Port	70	
Conversion	Included; Must apply within 30 days of coverage termination	
eAPP Evidence of Insurability	Available	
Personalized Enrollment Forms	Available	
<b>Assumed Enrollment and Rates</b>		
Number of Spouses	TBD	
Number of Child Units	TBD	
Volume of Insurance- Spouse	TBD	
Volume of Insurance- Child(ren)	TBD	
Rate Basis- Spouse	Unisex Unitobacco Age-banded per \$1,000 of coverage	
Rate Basis- Child(ren)	Composite per \$1,000 of coverage	
<b>Monthly Rate- Spouse</b>	<b>Current</b>	<b>Renewal</b>
Under 25	\$0.060	\$0.060
25 - 29	\$0.000	\$0.060
30 - 34	\$0.090	\$0.090
35 - 39	\$0.130	\$0.130
40 - 44	\$0.160	\$0.160
45 - 49	\$0.270	\$0.270
50 - 54	\$0.460	\$0.460
55 - 59	\$0.820	\$0.820
60 - 64	\$1.090	\$1.090
65 - 69	\$1.980	\$1.980
70 - 74	\$3.280	\$3.280
75 and above	\$12.860	\$12.860
Monthly Rate- Child(ren)	\$0.180	\$0.180
Monthly Premium	TBD	TBD
Annual Premium	TBD	TBD
Employer Contribution	0%	
Participation Requirements	20%	
Broker Commissions	Standard Graded	
Rate Guarantee (in months)	24	

**Taylor County Board of County Commissioners Policy # 303385 AD&D Renewal**  
 Effective Date: October 1, 2014

	<b>Class 1</b>	<b>Class 2</b>
<b>Supplemental Dependent AD&amp;D Insurance</b>	<b>Class 1</b>	<b>Class 2</b>
<b>Legal Entity</b>	<b>Primary</b> United Healthcare Insurance Company	<b>Primary</b> United Healthcare Insurance Company
<b>Eligibility</b>	All active full time Grandfathered County Commissioners working a minimum of 40 hours per week.	All other active employees enrolled on 10/1/2012 working a minimum of 40 hours per week.
<b>Domestic Partners</b>	Not Covered	Not Covered
<b>Benefits Payable</b>		
<b>Spouse Benefit</b>	If elected, equal to the Spouse's amount of Supplemental Dependent Life	If elected, equal to the Spouse's amount of Supplemental Dependent Life
<b>Spouse Benefit Maximum</b>	\$150,000, not to exceed 100.0% of the Employee's amount of Supplemental AD&D.	\$150,000, not to exceed 100.0% of the Employee's amount of Supplemental AD&D.
<b>Spouse Benefit Minimum</b>	\$0	\$0
<b>Child Benefit</b>	If elected, equal to the Child's amount of Supplemental Dependent Life	If elected, equal to the Child's amount of Supplemental Dependent Life
<b>Child Benefit Maximum</b>	\$10,000, not to exceed 100.0% of the Employee's amount of Supplemental AD&D.	\$10,000, not to exceed 100.0% of the Employee's amount of Supplemental AD&D.
<b>Child Benefit Minimum</b>	\$0	\$0
<b>Loss Occurrence Period</b>	180 days	180 days
<b>Seat Belt Benefit</b>	10.0% to \$10,000	10.0% to \$10,000
<b>Air Bag Benefit</b>	An additional 10%	An additional 10%
<b>Loss of Life</b>	100.0%	100.0%
<b>Quadriplegia</b>	100.0%	100.0%
<b>Paraplegia</b>	50.0%	50.0%
<b>Hemiplegia</b>	50.0%	50.0%
<b>Loss of one hand</b>	50.0%	50.0%
<b>Loss of one foot</b>	50.0%	50.0%
<b>Loss of sight of one eye</b>	50.0%	50.0%
<b>Loss of both hands or both feet</b>	100.0%	100.0%
<b>Loss of sight of both eyes</b>	100.0%	100.0%
<b>Loss of one hand and sight of one eye</b>	100.0%	100.0%
<b>Loss of one foot and sight of one eye</b>	100.0%	100.0%
<b>Loss of speech</b>	25.0%	25.0%
<b>Loss of hearing</b>	25.0%	25.0%
<b>Limitations and Exclusions</b>		
<b>Benefit Reduction</b>	None	None
<b>Coverage Termination</b>	At Employees Retirement	At Employees Retirement
<b>Exclusions and Limitations</b>	Standard	Standard
<b>Assumed Enrollment and Rates</b>		
<b>Number of Spouses</b>	TBD	TBD
<b>Number of Child Units</b>	TBD	TBD
<b>Volume of Insurance- Spouse</b>	TBD	TBD
<b>Volume of Insurance- Child(ren)</b>	TBD	TBD
<b>Rate Basis- Spouse</b>	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage
<b>Rate Basis- Child(ren)</b>	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage
	<b>Current</b>	<b>Renewal</b>
<b>Monthly Rate- Spouse</b>	\$0.020	\$0.020
<b>Monthly Rate- Child Unit</b>	\$0.020	\$0.020
<b>Monthly Premium</b>	TBD	TBD
<b>Annual Premium</b>	TBD	TBD
<b>Employer Contribution</b>	0%	0%
<b>Participation Requirements</b>	20%	20%
<b>Broker Commissions</b>	Standard Graded	Standard Graded
<b>Rate Guarantee (in months)</b>	24	24

Class 3	
Primary	
<b>Supplemental Dependent AD&amp;D Insurance</b>	
<b>Legal Entity</b>	United Healthcare Insurance Company
<b>Eligibility</b>	All other active employee enrolled after 10/1/2012 working a
<b>Domestic Partners</b>	Not Covered
<b>Benefits Payable</b>	
<b>Spouse Benefit</b>	If elected, equal to the Spouse's amount of Supplemental Dependent Life
<b>Spouse Benefit Maximum</b>	\$150,000, not to exceed 100.0% of the Employee's amount of Supplemental AD&D.
<b>Spouse Benefit Minimum</b>	\$0
<b>Child Benefit</b>	If elected, equal to the Child's amount of Supplemental Dependent Life
<b>Child Benefit Maximum</b>	\$10,000, not to exceed 100.0% of the Employee's amount of Supplemental AD&D.
<b>Child Benefit Minimum</b>	\$0
<b>Loss Occurrence Period</b>	180 days
<b>Seat Belt Benefit</b>	10.0% to \$10,000
<b>Air Bag Benefit</b>	An additional 10%
<b>Loss of Life</b>	100.0%
<b>Quadriplegia</b>	100.0%
<b>Paraplegia</b>	50.0%
<b>Hemiplegia</b>	50.0%
<b>Loss of one hand</b>	50.0%
<b>Loss of one foot</b>	50.0%
<b>Loss of sight of one eye</b>	50.0%
<b>Loss of both hands or both feet</b>	100.0%
<b>Loss of sight of both eyes</b>	100.0%
<b>Loss of one hand and sight of one eye</b>	100.0%
<b>Loss of one foot and sight of one eye</b>	100.0%
<b>Loss of speech</b>	25.0%
<b>Loss of hearing</b>	25.0%
<b>Limitations and Exclusions</b>	
<b>Benefit Reduction</b>	None
<b>Coverage Termination</b>	At Employees Retirement
<b>Exclusions and Limitations</b>	Standard
<b>Assumed Enrollment and Rates</b>	
<b>Number of Spouses</b>	TBD
<b>Number of Child Units</b>	TBD
<b>Volume of Insurance- Spouse</b>	TBD
<b>Volume of Insurance- Child(ren)</b>	TBD
<b>Rate Basis- Spouse</b>	Composite per \$1,000 of coverage
<b>Rate Basis- Child(ren)</b>	Composite per \$1,000 of coverage
	<b>Current</b> <b>Renewal</b>
<b>Monthly Rate- Spouse</b>	\$0.020                      \$0.020
<b>Monthly Rate- Child Unit</b>	\$0.020                      \$0.020
<b>Monthly Premium</b>	TBD                              TBD
<b>Annual Premium</b>	TBD                              TBD
<b>Employer Contribution</b>	0%
<b>Participation Requirements</b>	20%
<b>Broker Commissions</b>	Standard Graded
<b>Rate Guarantee (in months)</b>	24

**Taylor County Board of County Commissioners** | Life Assumptions

Effective Date: October 1, 2014

**General Assumptions**

UnitedHealthcare reserves the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.

Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.

Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.

Assumed contract situs is Florida

Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.

Employers assumed primary business is classified as 9111 SIC Code.

**Life and AD&D Assumptions**

Coverage for dependents will not be effective until the day after discharge if confined in a Hospital or Medical Facility on the effective date.

Dependent children are covered from 14 days to age 26

An Employee may not be a dependent of another employee.

If the parents of a child are insured for employee Supplemental Life/AD&D coverage, only one of them may elect Supplemental Dependent Life/AD&D coverage for their eligible child(ren).

An Employee must be insured for Supplemental Life coverage in order for his/her Dependent(s) to be insured for Supplemental Dependent Life coverage

An Employee must be insured for Supplemental AD&D in order for his/her Dependent(s) to be insured for Supplemental Dependent AD&D

Limitations for AD&D: Disease, bodily or mental infirmity, suicide or intentionally self-inflicted injury, commission of an assault or felony, war, use of any drug unless prescribed by a physician, driving while intoxicated, engaging in any hazardous activities, or travel in a private aircraft. Additional exclusions may apply depending upon the plan design of the employer.

Additional features included: Beneficiary Services, Will and Trust Preparation Service, Travel Assistance and Wealth Management Account.

Domestic Partners are Not Covered.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



APPOINTMENT OF 911 COORDINATOR

Meeting Date:

Statement of Issue: 911 COORDINATOR (RENA COURTNEY) HAS RESIGNED AND LEFT THAT POSITION VACANT.

Recommendation: SHERIFF WILLIAMS RECOMMENDS LT. CHRIS FOLSON

Fiscal Impact: \$ 0 Budgeted Expense: Yes [ ] No [ ] N/A [X]

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: RENA COURTNEY HAS RESIGNED AND VACATED THE POSITION OF 911 COORDINATOR. SHERIFF L.E. WILLIAMS RECOMMENDS THE APPOINTMENT OF LT. CHRIS FOLSON TO THE POSITION. THE SHERIFF'S OFFICE EMPLOYS THE PERSON IN THIS POSITION AND IS REIMBURSED BY THE COUNTY FOR IT.

Options: 1. 2.

Attachments: 1. 2.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Big Bend Water Authority Presentation and Request for consideration of 2014-2015 Budget

**Meeting Date:**

July 1 2014

**Statement of Issue:**

Presentation of the 2014-2015 budget to the Taylor County Board of Commissioners for consideration of approval

**Recommendation:**

**Fiscal Impact:**

\$ \_\_\_\_\_

**Budgeted Expense:**

Yes

No

N/A

**Submitted By:**

Mark Reblin

**Contact:**

Mark Reblin

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

A copy of the the BBWA budget that has been approved by BBWA's board June 27 2014 which is included with this request .

Water only rates will be increased by \$1.00 a month based on cost of living adjustment COLA which is allowable without a public hearing based on BBWA interlocal agreement

**Options:**

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

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

**Attachments:**

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

PROPOSED BUDGET FOR 2014 -2015

	A	B	C
1			
2	Water - Residential	\$	615,940.00
3	Water - Commerical	\$	69,020.00
4	WW - Residential	\$	196,392.00
5	WW - Commerical	\$	13,000.00
6	Non / Payment Fees	\$	2,000.00
7	Late Fees (W)	\$	7,500.00
8	late Fees (W W)	\$	300.00
9	New Installation (W)	\$	650.00
10	New Installation (WW)	\$	13,000.00
11	Pipeline Reserve	\$	2,150.00
12	AMR	\$	400.00
13	Reconnects	\$	9,000.00
14	Uograde Water meter		
15	<b>TOTAL CHARGES FOR SERVICES</b>	\$	<b>929,352.00</b>
16			
17	<b>NSF FEES</b>	\$	100.00
18	<b>Credit Card Fees</b>	\$	1,000.00
19	<b>Miscellaneous Income</b>	\$	5,000.00
20			
21	<b>TOTAL OTHER OPERATING REVENUE</b>	\$	<b>6,100.00</b>
22			
23	<b>NON/OPERATING REVENUE</b>		
24	Interest Income	\$	1,000.00
25	Grant Income		
26			
27	<b>TOTAL NON / OPERATING REVENUE</b>	\$	<b>1,000.00</b>
28			
29	<b>TOTAL OPERATING REVENUE</b>	\$	<b>936,452.00</b>
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			

PROPOSED BUDGET FOR 2014 -2015

	A	B	C
44	<b>PERSONAL SERVICES</b>		
45	Salary - General Manager	\$	52,000.00
46	Salary - Accounting	\$	40,345.00
47	Salary - Clerical	\$	31,688.00
48	Salary - Operator 1	\$	52,000.00
49	Salary - Operator II	\$	35,000.00
50	Salary - Field	\$	48,190.00
51	Salary - Meter Reader	\$	6,000.00
52	Salary - Overtime	\$	12,000.00
53	FICA TAXS	\$	17,716.00
54	State Unemployment Taxes	\$	3,708.00
55	Workers Comp Insurance	\$	9,000.00
56	Employee Health & Life	\$	61,800.00
57	Retirement	\$	20,715.00
58			
59	<b>TOTAL PERSONAL SERVICES</b>	\$	<u>390,162.00</u>
60			
61	<b>DIRECT OPERATING EXPENSE</b>		
62	Plant Chemicals	\$	53,244.00
63	Plant Supplies	\$	8,000.00
64	Repair/Maintenance Plant (W)	\$	61,250.00
65	Repair/Maintenance Plant (WW)	\$	13,192.00
66	Repair/Maintenance Other	\$	15,450.00
67	Utilities - Plant	\$	34,000.00
68	Utilities - Waste Water Plant	\$	9,600.00
69	Utilities - Lift Stations	\$	7,500.00
70	Water / Sewer Testing	\$	10,000.00
71			
72	<b>TOTAL DIRECT OPERTING EXPENSE</b>	\$	<u>212,236.00</u>
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			

PROPOSED BUDGET FOR 2014 -2015

	A	B	C
89			
90	<b>INDIRECT OPERATING EXPENSE</b>		
91	Advertising	\$	1,597.00
92	Audit	\$	19,000.00
93	Legal	\$	25,000.00
94	Bad Debt	\$	1,931.00
95	Auto	\$	6,000.00
96	Bank Service Charges	\$	400.00
97	Computer Support	\$	6,500.00
98	Credit Card Services	\$	1,545.00
99	Dues & Subscriptions	\$	200.00
100	Write-Off Uncollectible		
101	Education		
102	Garbage Collection	\$	927.00
103	Diesel	\$	2,000.00
104	General Liability Insurance	\$	32,947.00
105	Office Supplies	\$	3,000.00
106	Computer Supplies	\$	2,500.00
107	License/Fees	\$	500.00
108	Photocopy	\$	2,500.00
109	Postage	\$	7,500.00
110	Telephone	\$	5,000.00
111	Cell	\$	3,300.00
112	Utility Locate	\$	200.00
113	Travel	\$	1,500.00
114	Miscellaneous	\$	2,000.00
115			
116	Capital Improvement Water		
117	Capital Improvement WW Existing Line		
118	Grant Expense		
119			
120	<b>TOTAL INDIRECT OPERATING EXPENSE</b>	\$	<b>126,047.00</b>
121			
122			
123	<b>TOTAL OPERATING EXPENSE</b>	\$	<b>728,445.00</b>
124			
125	<b>OPERATING INCOME/LOSS</b>	\$	<b>208,007.00</b>
126			
127			
128			
129			
130			
131			
132			
133			

PROPOSED BUDGET FOR 2014 -2015

	A	B	C
134			
135	<b>NON/OPERATING EXPENSE</b>	\$	(58,000.00)
136	Accural Interest	\$	(150,007.00)
137	Note Principal Reduction		
138			
139	<b>TOTAL NON/OPERATING EXPENSE</b>	\$	<u>(208,007.00)</u>
140			
141			
142			
143	<b>CASH TO ACCURAL ADJUSTMENT</b>	\$	(226,000.00)
144	Depriciation Expense Water	\$	(66,000.00)
145	Depriciation Expense WasteWater	\$	150,007.00
146	Principaal Reduction		
147			
148	<b>TOTAL ACCRUAL ADJUSTMENT</b>	\$	<u>(141,993.00)</u>
149			
150			
151	<b>TOTAL GAIN/LOSS</b>	\$	<u>(141,993.00)</u>

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to review and discuss changes requested to the Job Description and Job Title for the Grants Assistant position.

**MEETING DATE REQUESTED:**

July 7, 2014

**Statement of Issue:** Board to review and discuss the requested changes to the Job Description and Job Title for the Assistant to the Grants Department Director. There are no changes requested to the Pay Grade.

**Recommended Action:** Approve changes requested to the Job Description and Job Title

**Fiscal Impact:** The part-time position is funded 100% with a SHIP grant

**Budgeted Expense:** Y/N The position is currently budgeted and funded as a part time position with a SHIP grant.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Staff is requesting changes to the Job Description and Title for the Assistant to the Grants Department Director. This change is being requested to ensure when hiring for the position the County is advertising for the skills which are needed to adequately fulfill the position. There are no changes being requested to the Pay Grade. The County Administrator and the Human Resources Director have reviewed the proposed changes and have discussed with the Grants Director the possibility of requesting additional funding from the Board in the future for the position to become full time, particularly when Restore Act funds are received.

**Attachments: Proposed new Job Description for a Grants Coordinator, current Job Description for a Grants Assistant, and cost analysis for a full time position.**

# Job Description

## Taylor County Board of County Commissioners

**JOB TITLE: Grants Coordinator**

---

EXEMPT (Y/N):	No	JOB CODE:	
SALARY LEVEL:	Pay Grade 12	DOT CODE:	
LOCATION:	Airport	DEPARTMENT:	Grants
SUPERVISOR:	Grants Director	PREPARED BY:	Human Resources
DATE:		APPROVED BY:	County Administrator
		DATE:	

---

### **SUMMARY:**

Assist Grants Director with the writing, preparation, submission, and administration of grants and associated duties as assigned. Excellent computer skills and the ability to put together graphics for grant and marketing materials are essential for this position. This is currently a part-time position which could possibly become a full-time position in the future.

**ESSENTIAL/SPECIFIC DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Experienced to handling multiple budgets, capital improvement projects, and financial reporting requirements. Must have the ability to efficiently work within the guidelines and procedures as designated by various agency and funding sources and meet local, state, and federal budget and audit standards.
- Work in an effective and efficient manner with personnel affected by proposed grant programs and projects to develop timelines, schedules, budgets, and procedures necessary to successfully complete the scope of work of the grant.
- Prepare and/or assist with writing grant applications according to agency or source specifications and obtain and prepare attachments required with grant applications and proposals.
- Ability to prepare reporting required of grants administration and funding agency requirements including but not limited to, project status reporting, reimbursement requests, and grant close out documents.
- Fieldwork at project sites or proposed sites associated with grant applications, reporting, or project completion.
- Preparation of Power Point presentations, marketing materials, or grant presentation materials as needed by Grants Director, County Administrator, or the Board of Commissioners as it relates to grants. Strong computer skills are essential.
- Experience working with and drafting bid documents and contracts.
- Assist Grants Director with Veteran's Department and Airport reporting and administrative duties as so needed.

### **Job Description**

**Job Title: Grants Administrative**

---

## **QUALIFICATION REQUIREMENTS:**

To perform this position successfully, an individual must be able to perform essential administrative duties satisfactorily. The requirements listed in Essential/Specific Duties and Responsibilities are representative of the knowledge, skill and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must have a valid driver's license.

## **KNOWLEDGE, SKILLS AND ABILITIES:**

- Must have proficient computer skills with working knowledge of Microsoft Office Professional, Word, Power Point, Excel, Publisher, Photo Editing software, Adobe Acrobat Professional, internet search engines, and mapping/design programs. Must be experienced using a digital camera.
- Ability to prepare and work with multiple budgets, financial reports, and grant agreements and contracts. Must be comfortable working with rates and percentages.
- Ability to write accurate reports and business correspondence.
- Must possess the initiative to be able to work independently on time sensitive issues.
- Strong communication skills as the position may require making public presentations before the Board of Commissioners, local organizations, and funding agencies.
- Must have the ability to work with all ages and abilities of the public and various local, state, and federal agencies in a professional and courteous manner.
- Ability to determine work priorities and ensure timely completion of duties and projects.

## **EDUCATION AND/OR EXPERIENCE:**

AA degree or equivalent and/or a minimum of two years related experience or equivalent combination of education and experience.

## **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must successfully pass a physical exam.
- While performing the duties of this job, employee is required to talk and hear.
- Required to stand, walk, sit, reach, stoop, kneel and frequently use hands and fingers.
- Must be able to lift and/or move up to 25 pounds.
- Must be able to work inside or outside.

## **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The work environment will include both an office environment and outdoor activities which may include walking and hiking. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. **Taylor County Board of County Commissioners is an Equal Opportunity, Veteran's Preference, background checking, and drug testing employer.**

# Job Description



## Taylor County Board of County Commissioners

**JOB TITLE: Grants Administrative Secretary**

---

EXEMPT (Y/N):	No	JOB CODE:	
SALARY LEVEL:	Pay Grade 12	DOT CODE:	
LOCATION:	Airport	DEPARTMENT:	Grants
SUPERVISOR:	Grants Director	PREPARED BY:	Human Resources
DATE:	10/10/06	APPROVED BY:	County Administrator
		DATE:	10/24/06

---

### **SUMMARY:**

Assist Grant Director in the development, coordination, and efficiency of the county grant programs and reporting. Will perform administrative duties as so needed under the direction of the Grants Director. Position may also entail providing administrative assistance to other areas within the Grants Department.

**ESSENTIAL/SPECIFIC DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Has an understanding and ability to handle multiple budgets, capital improvement projects, and financial reporting requirements and procedures as designated by various agency and funding sources and meet local, state and federal budget and audit procedures and standards.
- Work in an effective and efficient manner with personnel affected by proposed grant programs and projects to development timelines, schedules, budgets and procedures necessary to successfully complete the scope of work of the grant.
- Assist in writing grant applications according to agency or source specifications and obtain and prepare attachments required with grant applications and proposals.
- Maintain master files on grants.
- Assist county personnel with grant requirements such as periodic project status reporting, reimbursement requests, and grant close out documents.
- Fieldwork at project sites or proposed sites associated with grant applications, reporting, or project completion.
- Preparation of Power Point presentations, marketing materials, or grant presentation materials as needed by Grants Director, County Administrator, or the Board of Commissioners as it relates to grants. Strong computer skills are essential.
- Assist Grants Director with Veteran's Department and Airport reporting and duties as so needed.

### **Job Description**

**Job Title: Grants Administrative Secretary**

---

### **QUALIFICATION REQUIREMENTS:**

To perform this position successfully, an individual must be able to perform essential administrative duties satisfactorily. The requirements listed in Essential/Specific Duties and Responsibilities are representative of the knowledge, skill and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must have a valid driver's license.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Must be computer literate with working knowledge of Microsoft Office Professional, Word, Power Point, Excel, Publisher, Photo Editing software, Adobe Acrobat professional, internet search engines, and mapping/design programs.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to deal with multiple budgets and maintain monthly and quarterly reports in reference to budgets. Must be comfortable working with rates and percentages.
- Ability to write reports and business correspondence.
- Must possess the initiative to be able to work independently on time sensitive issues.
- Ability to receive public with courtesy and work with various agencies and legislative offices in a professional manner.
- Ability to determine work priorities and ensure timely completion of duties and projects.

**EDUCATION AND/OR EXPERIENCE:**

AA degree or equivalent and/or a minimum of one year related experience or equivalent combination of education and experience.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must successfully pass a physical exam.
- While performing the duties of this job, employee is required to talk and hear.
- Required to stand, walk, sit, reach, stoop, kneel and frequently use hands and fingers.
- Must be able to lift and/or move up to 25 pounds.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The work environment will include both an office environment and outdoor activities which may include walking and hiking. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. **Taylor County Board of County Commissioners is an Equal Opportunity, Veteran's Preference, background checking, and drug testing employer.**

## 2013/2014 Expenditure Budget Request Worksheet

Account	Account Title	Current Year Budget @ 10/1/12	Department Request	% Increase (Decrease)	\$ Increase (Decrease)
0114 - Grants					
51200	REGULAR SALARIES & WAGES	0	25,452	0%	<b>25,452</b>
52110	FICA/MEDICARE TAXES	0	1,948	0%	<b>1,948</b>
52200	RETIREMENT CONTRIBUTIONS	0	1,876	0%	<b>1,876</b>
52300	HEALTH INSURANCE	0	21,506	0%	<b>21,506</b>
52320	LIFE INSURANCE	0	50	0%	<b>50</b>
52400	WORKERS COMPENSATION	0	72	0%	<b>72</b>
	Personal Services Roll-Up	0	50,904	0%	<b>50,904</b>
	Operating Expense Roll-Up				0
	Capital Outlay Roll-Up				0
	<b>Total Department</b>	0	50,904	0%	<b>50,904</b>

~~50,904~~ is the amount funded by SHIP grants.  
~~30,958~~ would be maximum funded by BOCC if ~~max~~  
 employees required family insurance coverage.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Requesting Board to approve holding Public Hearings July 22, and August 4, 2014 to discuss and receive public input for the 2015-2016 funding cycle for the Florida Recreation Development Assistance Program (FRDAP). This program funds outdoor recreation facilities, trails, and amenities. The funds can also be used for the acquisition of land to be used for parks, recreation, and trails.

**MEETING DATE REQUESTED:**

July 7, 2014

**Statement of Issue:** The 2015-2016 FRDAP grant submission period opens in August and ends September 30, 2014. Requesting Board approve two Public Hearings to be held July 22, and August 4, 2014.

**Recommended Action:** Approve proposed Public Hearings

**Fiscal Impact:** The County is eligible to receive a maximum of \$200,000 per grant application. It is important to note FY 2013-2014 and FY 2014-2015 the program only funded projects which were \$50,000 or less. Projects which are \$50,000 or less do not require a match from the County.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

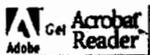
**History, Facts & Issues:** Taylor County has funded numerous projects in the past with FRDAP funds. The County was recently awarded a grant in the amount of \$50,000 for renovation and upgrades to Hodges Park. The program is highly competitive. 220 applications were received last year and approximately 25 will be funded. The Hodges Park project was ranked #1 last year. The guidelines will remain the same as FY 2013-2014 with the priority points for Taylor County still being a park renovation project. Per all of the grant guidelines Grants staff is requesting the Board to consider Steinhatchee Community Center Park as the grant project.

**Attachments: Information on the FRDAP Program.**



**Programs**

- » Parks Home
- » Northwest
- » Northeast
- » Central
- » Southwest
- » Southeast
- » News



**Join our Mailing List!**

Enter your e-mail address

[Sign up](#)

**Office of Information and Recreation Services (OIRS)**

**What is FRDAP?**

FRDAP is a competitive program which provides grants for acquisition or development of land for public outdoor recreation use or to construct or renovate recreational trails.

**How is FRDAP Administered?**

Florida's Department of Environmental Protection (DEP) administers the program according to Florida Statute and Administrative Code. The Office of Information and Recreation Services in DEP's Division of Recreation and Parks has direct responsibility for FRDAP.

**Who May Apply for FRDAP Funds?**

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

**How Do I Apply?**

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

**What is the Maximum Grant Amount?**

The maximum grant amount is \$200,000.

**What are the Match Requirements?**

The local match requirement depends on the total project cost:  
 Total Project, Cost FRDAP Grant, Local Match  
 \$50,000 or less, 100%, 0%  
 \$50,001 - 150,000, 75%, 25%  
 Over \$150,000, 50%, 50%

**What Can I Use to Match a FRDAP Grant?**

\* Cash \* Value of undeveloped land owned by applicant (subject to conditions) \* In-kind services

**How are FRDAP Grants Awarded?**

Each application is reviewed to determine eligibility. The Office of Information and Recreation Services evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration.

**Where Do I Get More Information?**

Office of Information and Recreation Services  
 3900 Commonwealth Boulevard, Mail Station #585  
 Tallahassee, Florida 32399-3000  
 Phone: 850/245-2501  
 Fax: 850/245-3038

[Back to OIRS Homepage](#)

Last updated: October 14, 2009

3900 Commonwealth Blvd • Tallahassee, Florida 32399  
 Information Line: (850) 245-2157

[Contact Us](#)

[DEP Home](#) | [About DEP](#) | [Contact Us](#) | [Search](#) | [Site Map](#)

If you plan to prepare this document by retyping or downloading it to your computer, the language and format used must exactly match this application. You may request an electronic application by e-mailing: [Rita.Ventry@dep.state.fl.us](mailto:Rita.Ventry@dep.state.fl.us); or [Mary.Ann.Lee@dep.state.fl.us](mailto:Mary.Ann.Lee@dep.state.fl.us) or visit our web site at: [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs)

**WHAT IS THE MAXIMUM GRANT AMOUNT?**

Maximum grant funds an applicant may apply for is \$200,000

**GRANT MATCH RATIOS:** (Based on the grant cap of \$200,000)

<u>Project Cost</u>	<u>State Share</u>	<u>Grantee Share</u>
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

$$\text{Project Cost} = \text{State Share} + \text{Grantee Share}$$

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types.

**WHAT CAN I USE TO MATCH A FRDAP GRANT?**

\*Cash \*Land value of *undeveloped* land owned by applicant (subject to conditions) \*In-kind services

**HOW ARE FRDAP GRANTS AWARDED?**

Each application is reviewed to determine eligibility. The Office of Operations, Land and Recreation Grants Section evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration. **The Department's performance and obligation to award program grants is contingent upon an annual appropriation by the Florida Legislature. Should the project receive funding, the grantee will have up to three (3) years from the start of the state's fiscal year in which funds are appropriated to complete the project or funds will revert.**

If questions arise while preparing the application, please contact the Land and Recreation Grants Section at 850/245-2501.

**3. FINANCIAL INFORMATION**

**GRANT MATCH RATIOS:** (Based on the grant cap of \$200,000)

<u>Project Cost</u>	<u>State Share</u>	<u>Grantee Share</u>
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. **The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.**

A. FRDAP Funds Requested (State Share) Line A \$ \_\_\_\_\_

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ \_\_\_\_\_

2. In-Kind: Line C \$ \_\_\_\_\_

3. Land Value: Line D \$ \_\_\_\_\_

***If property is developed, land value CANNOT be used as a match.***

Total Local Match: Line E \$ \_\_\_\_\_  
Sum of lines B, C and D

C. Total Cost of Proposed Project: Line F \$ \_\_\_\_\_  
Sum of Lines A and E

***(Should not total more than \$400,000)***

***(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at [www.dep.state.fl.us/parks/OIRS](http://www.dep.state.fl.us/parks/OIRS)) (Tab as Exhibit "O")***

**D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):**

*On page 11 & 12 as attachment A, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.*

**Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 11 & 12 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must CLEARLY DELINEATE using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 11 & 12) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 19 of this application. Also identify different FRDAP phases on the site plan and any LWCF phases.**

**DEVELOPMENT PROJECTS:**

**PRIMARY RECREATION AREAS AND FACILITIES:** *Primary facilities include all recreation facilities and opportunities. Primary cost must be equal to or greater than fifty percent (50%) of the total cost. Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. ~~enclosed structures are eligible except~~ Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or hike trail).*

**SUPPORT FACILITIES AND IMPROVEMENTS:** *Support facilities are facilities which can not stand alone, or which would have little or no public outdoor recreational value without the primary facility ~~enclosed structures are eligible except~~, ~~with one grant~~. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.*

**ACQUISITION PROJECTS:**

*If acquisition project, on page 11 & 12, list the project work plan for the acquisition phase of the project.*

**PART II — EVALUATION CRITERIA**

**GENERAL CRITERIA**

**1. CAPITAL IMPROVEMENT PLAN**

- A. Is the proposed project identified, in whole or in part, in the applicant’s capital improvement plan or schedule during the current or next three (3) fiscal years?

**Provide:**

*1) A letter from the agency’s city or county manager certifying the five year capital improvement schedule is officially adopted and date adopted. Project will not receive points if letter is not submitted and does not state the date CIP was adopted.*

*- And -*

*2) A copy of the five-year capital improvement schedule included in the applicant’s adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) **Please highlight project name, amount and year.***

**(20 points)**

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

--- OR ---

- B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds?

*Provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.*

**(10 points)**

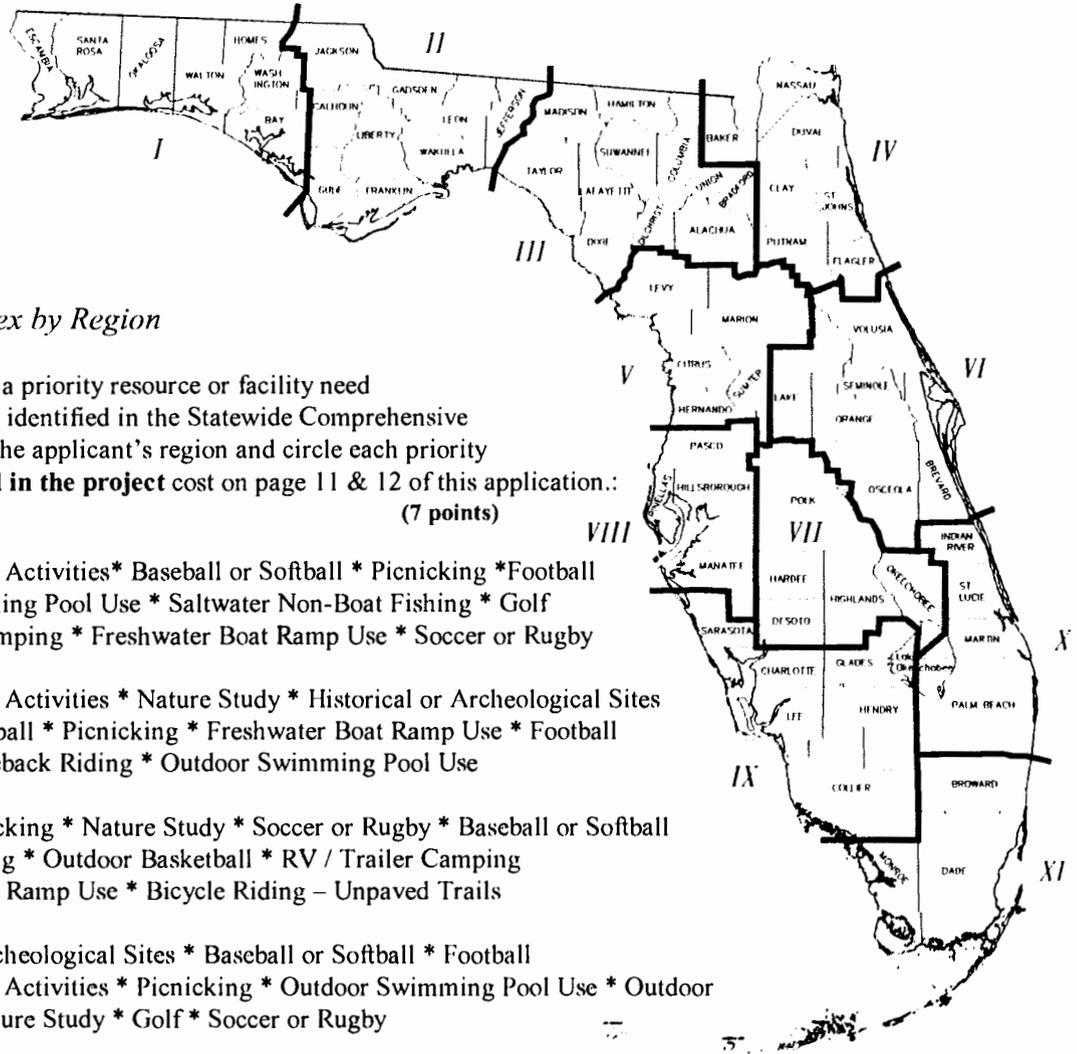
\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**(Tab as**

**Exhibit “A”)**

**2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN**

- A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. *Use the **OUTDOOR RECREATION IN FLORIDA- 2008 (Chapter 6 & 7).** Provide quotations or other appropriate references with explanations to justify the correlation. To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.*



**B. 2008 Relative Need Index by Region**

The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 11 & 12 of this application.: (7 points)

- \_\_\_\_\_ I Saltwater Beach Activities \* Baseball or Softball \* Picnicking \* Football  
Outdoor Swimming Pool Use \* Saltwater Non-Boat Fishing \* Golf  
RV / Trailer Camping \* Freshwater Boat Ramp Use \* Soccer or Rugby
- \_\_\_\_\_ II Saltwater Beach Activities \* Nature Study \* Historical or Archeological Sites  
Baseball or Softball \* Picnicking \* Freshwater Boat Ramp Use \* Football  
Hunting \* Horseback Riding \* Outdoor Swimming Pool Use
- \_\_\_\_\_ III Football \* Picnicking \* Nature Study \* Soccer or Rugby \* Baseball or Softball  
Horseback Riding \* Outdoor Basketball \* RV / Trailer Camping  
Freshwater Boat Ramp Use \* Bicycle Riding – Unpaved Trails
- \_\_\_\_\_ IV Historical or Archeological Sites \* Baseball or Softball \* Football  
Saltwater Beach Activities \* Picnicking \* Outdoor Swimming Pool Use \* Outdoor  
Basketball \* Nature Study \* Golf \* Soccer or Rugby
- \_\_\_\_\_ V Picnicking \* Football \* RV / Trailer Camping \* Nature Study \* Baseball or Softball  
Bicycle Riding - Unpaved Trails \* Outdoor Basketball \* Soccer or Rugby  
Horseback Riding \* Outdoor Swimming Pool Use
- \_\_\_\_\_ VI Picnicking \* RV / Trailer Camping \* Football \* Baseball or Softball  
Outdoor Swimming Pool Use \* Nature Study \* Historical or Archeological Sites  
Outdoor Basketball \* Saltwater Beach Activities \* Soccer or Rugby
- \_\_\_\_\_ VII RV / Trailer Camping \* Picnicking \* Baseball or Softball \* Outdoor Swimming Pool Use  
Nature Study \* Freshwater Boat Ramp Use \* Football \* Golf \* Horseback Riding  
Outdoor Basketball
- \_\_\_\_\_ VIII Picnicking \* RV / Trailer Camping \* Baseball or Softball \* Football \* Outdoor Swimming Pool Use  
Saltwater Beach Activities \* Golf \* Outdoor Basketball \* Outdoor Tennis \* Soccer or Rugby
- \_\_\_\_\_ IX Picnicking \* RV / Trailer Camping \* Saltwater Beach Activities \* Outdoor Swimming Pool Use  
Golf \* Football \* Nature Study \* Baseball or Softball \* Outdoor Tennis \* Historical or Archeological  
Sites
- \_\_\_\_\_ X Football \* Golf \* Baseball or Softball \* Outdoor Swimming Pool Use \* Picnicking \* Outdoor Tennis  
Saltwater Beach Activities \* Outdoor Basketball \* RV / Trailer Camping \* Soccer or Rugby
- \_\_\_\_\_ XI Outdoor Swimming Pool Use \* Picnicking \* Football \* Baseball or Softball \* Saltwater Beach Activities

#### 4. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: *(Check ONLY one):*

Provide **a brief description** of how development, programming and maintenance will be provided and **a copy of an agency organizational chart**. **Must provide both to receive points.**

The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance.  
**(Tab as Exhibit "D") (6 points)**

The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance.  
**(Tab as Exhibit "D") (4 points)**

The applicant has other means of providing facility development, programming and maintenance.  
**(Tab as Exhibit "D") (2 points)**

#### 5. PARK PARTNERSHIP

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity *(within the current or past 3 years)* in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the **development/construction** of this project with the applicant holding the leading management responsibility. **The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between both parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services.**

**(A management or maintenance agreement is not acceptable.)**

Yes  No  
**(Tab as Exhibit "E") (3 points)**

#### 6. TRAIL CONNECTIVITY

The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is **outside the project boundary**. **Indicate on the site plan the project trail/connection and name and location of existing trail(s) outside the boundaries.**

Yes  No  
**(Tab as Exhibit "G") (5 points)**

## **DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)**

### **1. NEW DEVELOPMENT**

List the existing facilities/improvements on the project site. *Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) (If undeveloped, state None).* The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. **Identify and color code different funding phases from the existing facilities.**

**(Tab as Exhibit "G") (5 points, if undeveloped)**

### **2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**

A) List the facilities which are addressed on page 11 & 12 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. *(See attached pages 24-28 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) (If developing trails, must have separate trails to receive separate points.*

points)

**(Maximum 30**

B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant’s population density as set forth in the study titled “**1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**”. Use the table below to determine in which priority funding need ranking the project falls. (**Check ONLY one**):

\_\_\_\_\_ Highest Priority Funding Need **(13 points)**

\_\_\_\_\_ Second Highest Priority Funding Need **(8 points)**

<b>Population Density 1 – Population Under 10,000</b>	<b>Rank 1</b>	<b>Construction</b>
	<b>Rank 2</b>	<b>Renovation</b>
<b>Population Density 2 – Population 10,000 to 24,999</b>	<b>Rank 1</b>	<b>Renovation</b>
	<b>Rank 2</b>	<b>Construction</b>
<b>Population Density 3 – Population 25,000 to 49,999</b>	<b>Rank 1</b>	<b>Construction</b>
	<b>Rank 2</b>	<b>Renovation</b>
<b>Population Density 4 – Population 50,000 to 99,999</b>	<b>Rank 1</b>	<b>Construction</b>
	<b>Rank 2</b>	<b>Renovation</b>
<b>Population Density 5 – Population 100,000 and Over</b>	<b>Rank 1</b>	<b>Renovation</b>
	<b>Rank 2</b>	<b>Construction</b>

---

*Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida*

**ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)**

**1. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**

List all the facilities that will be developed for this project. Only facilities identified in the top three priority ranked index clusters of outdoor facilities needs for new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida", effective December 1995, will receive these points. (Priority ranked index clusters are attached as pages 24-28.)

**(15**

**points)**

**2. NEEDED RECREATIONAL ACREAGE**

Describe how the project provides for identified need(s) for additional park acreage pursuant to the applicant's adopted local comprehensive plan. *Provide the following:*

- A.      **Needed acres/Person and**      **Total Acreage Under Local Control**
  
- B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

**(Tab as Exhibit "F") (15  
points)**

## Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Support Facilities	6	<b>Cluster I</b>
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	<b>Cluster II</b>
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	<b>Cluster III</b>
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	
12	Exercise Trails	3	Handball Courts	3	<b>Cluster IV</b>
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	<b>Cluster V</b>
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	<b>Cluster VI</b>
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999

22

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**

**THE BOARD TO CONSIDER APPROVAL OF AN MOU WITH THE FL DEPT OF AGRICULTURE AND CONSUMER SERVICES, AS AGENDAED BY GARY WAMBOLT, ES DIRECTOR.**



**MEETING DATE REQUESTED:**

**Statement of Issue: THE BOARD TO CONSIDER AN MOU**

**Recommended Action: APPROVE**

**Fiscal Impact: N/A**

**Budgeted Expense: N/A**

**Submitted By: GARY WAMBOLT, ES DIRECTOR**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: THE MEMORANDUM OF UNDERSTANDING OUTLINES COOPERATION BETWEEN FLORIDA DEPT OF AGRICULTURE AND CONSUMER SERVICES AND THE TAYLOR COUNTY BCC IN MEETING FEMA'S CRITERIA FOR REIMBURSEMENT OF VECTOR CONTROL RELATED TO A DECLARED FEDERAL EMERGENCY, DELINEATING THE RESPONSIBILITIES OF BOTH PARTIES.**

**Options: APPROVE/NOT APPROVE**

**Attachments: MOU BETWEEN THE FL DEPT OF AGRICULTURE AND CONSUMER SERVICES AND THE TAYLOR COUNTY BCC.**

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICE

AND

BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA

Whereas The Florida Department of Agriculture and Consumer Services, hereinafter referred to as "Department" is the State Agency designated to administer and enforce the provisions of Chapter 388, Florida Statutes relating to Mosquito Control and the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as "Board of Commissioners" has pursuant to Section 388.241, Florida Statutes been vested with the all the rights, powers and duties of a board of commissioners as conferred by Chapter 388, Florida Statutes; and

Whereas the Department and Board of Commissioners desire to cooperate in performing mosquito identification and trap counts in furtherance of the goal of mosquito control in Taylor County, Florida, the parties enter into this Memorandum of Understanding (MOU) setting forth their duties and responsibilities and agree as follows:

**I. SUBJECT:**

The subject of this Memorandum of Understanding (MOU) is cooperation between the parties in meeting FEMA's criteria for reimbursement of Vector Control related to a declared federal emergency.

**II. PURPOSE: The purpose of this is to delineate the responsibilities of each party.**

This MOU defines the board of commissioners' responsibilities and obligations to receive assistance with mosquito identification and trap counts that meet Federal Emergency Management Agency's (FEMA) requirements. It is recognized that vector control may be used as an emergency protective measure and first response in the wake of a disaster to eliminate or lessen immediate threats to life, public health and safety.

**III. SCOPE:**

This MOU does not supersede the obligations and responsibilities of the United State Fish and Wildlife Service( USFWS) or FEMA that are publically mandated by the Fish and Wildlife Coordination Act (FWCA; 48 Stat 401, as amended; 16 USC 661 *et seq.*), Endangered Species Act (ESA; 87 Stat 884, as amended, 16 USC 1531 *et seq.*), Migratory Bird Treaty Act (MBTA; 16 U.S.C. 703-712 ), National Environmental Policy Act (NEPA; PL 91-190, 42 USC 4321), Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.* (Stafford Act), and related Federal, state, tribal, and local statutes, regulations, and policies. It also formalizes the process that Applicants and involved agencies will follow for FEMA reimbursement of vector control, including efficient timing and delivery of the process (see Appendix B).

#### IV. RESPONSIBILITIES:

A. The Board of Commissioners shall have the following responsibilities:

1. To conduct Vector Control trapping for a period of six (6) months for each calendar year beginning the first day of April and ending the last day of September using the established Florida DEM Vector Control Quick Guide. (See Appendix A)
2. To ship the mosquitoes to the Florida Medical Entomological Lab (FMEL) located in Vero Beach. The Board of Commissioners will be responsible for shipping costs to the Lab.
3. In the event that the Board of Commissioners withdraw or do not complete their trapping obligation it would be responsible for reimbursing FDACS for the costs incurred in performing the above responsibilities of the Board of Commissioners.

B. The Department shall be responsible for paying the FMEL for Identification and for providing training to the Board of Commissioners for trapping of the mosquitoes according to the standard operating procedures in Appendix B.

It is anticipated that FMEL will provide the Identification results of the mosquitoes to the Board of Commissioners and the Department within two weeks of receipt of the mosquitoes from the Board of Commissioners and will train the Board of Commissioners' designated employees on how to conduct surveillance.

#### V. GENERAL PROVISIONS:

This MOU only applies to the Department and the Board of Commissioners and will become effective when signed by the authorized representatives of the Department and Board of Commissioners.

Either the Department or the Board of Commissioners may unilaterally revoke this MOU by providing 30 days written notice (from fax, email, or postmark date) to the other.

This MOU does not have an expiration date. Revisions or amendments to this MOU may be requested at any time by the Department or the Board of Commissioners and will be effective when agreed to in writing and signed by the authorized representatives of both.

#### VI. APPENDICES

These appendices can be updated at any time as processes and contacts change.

Appendix A - Florida DEM Vector Control Quick Guide.

Appendix B - Standard Operating Procedure for Vector Control.

Duplicate Copies of this MOU will be signed by both parties with each retaining a signed copy. The parties enter into this Memorandum of Understanding by the following signatures of the Authorized Representatives. The MOU will be effective when both representatives have signed and dated the MOU.

ADAM H. PUTNAM

COMMISSIONER OF AGRICULTURE

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Print Name and Title

Signed this \_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS of

TAYLOR COUNTY, FLORIDA

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Print Name and Title

Signed this \_\_\_ day of \_\_\_\_\_, 2014.

(23)

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



BOARD TO CONSIDER APPROVAL OF ADDENDUM TO THE ROBERTS AMAN ROAD SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

**MEETING DATE REQUESTED:**

July 22, 2014

**Statement of Issue:**

The purpose of the Addendum is to replace subsections A & C of Paragraph 3 (Compensation and Payment) of the SCOP Agreement to more clearly define the County's 75/25% ration allowing the County's 25% participation to be met through payment of funds or in-kind services as outlined in Florida Statute 339.2818.

**Recommended Action:**

Staff recommends that the Board approve the proposed Addendum. Given that Taylor County has requested and been approved for the Rural Economic Development Initiative waiver for purposes of waiving the required 25% participation, no additional costs above those previously expected will be incurred.

**Fiscal Impact:** NONE

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

On December 17, 2013, the Board approved a Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) Agreement to widen and resurface the uncompleted portion of Roberts Aman road. That agreement will provide \$369,949.00 to cover the cost of all design, construction, permitting, & inspection, efforts.

The purpose of the subject Addendum is to replace the original subsections A & C of Paragraph 3 (Compensation and Payment) and notes included on Exhibit B to the original SCOP Agreement to more clearly define the County's 75/25% ration allowing the County's 25% participation to be met through payment of funds or in-kind services as outlined in Florida Statute 339.2818. Apparently, revising this language is a new requirement of the Department of Financial Services. However, given that Taylor County has requested and been approved for the Rural Economic Development Initiative

waiver for purposes of waiving the required 25% participation, no additional costs above those previously expected will be incurred.

Therefore, Staff recommends that the Board approve the proposed Addendum as Taylor County has an approved Rural Economic Development Initiative waiver for purposes of waiving the required 25% participation.

**Options:**

- 1) Approve the proposed SCOP Agreement Addendum.
- 2) Reject the proposed request and state reasons for decision.

**Attachments:**

SCOP Agreement Addendum



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-2014

ANANTH PRASAD, P.E.  
SECRETARY

June 26, 2014

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

**Subject: Small County Outreach Program  
Widening and Resurfacing of CR 361 (Robert Aman Road)  
from East of Joel Aman Road to CR 361  
Financial Project ID: 430692-1-58-01**

Dear Chair Page:

Enclosed for execution are three (3) copies of the Small County Outreach Program Agreement Addendum. The sole purpose of this Addendum is to replace subsections A & C of Paragraph 3 (Compensation and Payment) of the SCOP Agreement (attached) to more clearly define the County's 75/25% ration allowing the County's 25% participation to be met through payment of funds or in-kind services as outlined in Florida Statute 339.2818.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

Signed on behalf of  
James M. Driggers, Jr.  
District Program Administration Engineer

JMD:ke:mm  
Enclosures

cc: Mr. Kenneth Dudley, P.E., County Engineer

**SMALL COUNTY OUTREACH PROGRAM AGREEMENT ADDENDUM**

**THIS SMALL COUNTY OUTREACH PROGRAM AGREEMENT ADDENDUM** ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("County"), by and through the Taylor County Board of County Commissioners.

**-RECITALS-**

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Small County Outreach Program Agreement ("SCOP") previously executed by the parties on January 22, 2014, a copy of which is attached as **Exhibit "A"**; and

2. This Addendum shall be merged into and made part of the SCOP and both documents shall be collectively referred to herein as the "Agreement"; and

3. The sole purpose of this Addendum is to replace subsections A and C of Paragraph 3 (Compensation and Payment) of the SCOP and more particularly define the funding responsibilities of the parties;

4. In the event of any conflict or inconsistency between the SCOP and this Addendum, the provisions of this Addendum shall control.

5. Unless specifically changed by this Addendum, all other terms and conditions of the SCOP shall remain in full force and effect.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

**1. RECITALS**

The above recitals are specifically incorporated herein by reference and made part of this Addendum.

**2. EFFECTIVE DATE**

The effective date of this Addendum shall be the date the last of the parties to be charged executes this Addendum ("Effective Date").

**3. COMPENSATION AND PAYMENT**

The Parties agree that subsections A and C of Paragraph 3 of the SCOP will be deleted and the following language will collectively replace subsections A and C as follows:

A. Funding for SCOP projects is a statutorily dictated 75/25% ratio for the Department and County, respectively, as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be met through payment of funds or in-kind services. However, pursuant to Section 288.0656, Florida Statute, Taylor County is eligible for and has requested a Rural Economic Development Initiative ("REDI") waiver for purposes of waiving the required 25% participation. The Department has granted the REDI waiver. Therefore, the Department agrees to fund the Total Project costs in an amount not to exceed Three hundred sixty nine thousand, nine hundred forty nine dollars and No/100 Dollars (**\$369,949.00**). The Department agrees to reimburse the County in accordance with Paragraph 3(B) of the SCOP.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties execute this Addendum consisting of two (2) pages.

**Florida Department of Transportation**

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

Printed Name: \_\_\_\_\_

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

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

**Attest:**

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

Printed Name: \_\_\_\_\_

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

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

**Legal Review:**

By: \_\_\_\_\_  
Office of the General Counsel  
Florida Department of Transportation

**TAYLOR COUNTY**

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

Printed Name: \_\_\_\_\_

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

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

**Attest:**

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

Printed Name: \_\_\_\_\_

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

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

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for County

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**  
(Project Administered by County)

Financial Project No.: **430692-1-58-01**  
Catalog of State Financial Assistance No.: 55009

This Small County Outreach Program Agreement (this "Agreement") is made this 22<sup>nd</sup> day of January, 2014 between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Taylor County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Outreach Program has been created within the DEPARTMENT pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under Financial Project No. **430692-1-58-01**, for widening and resurfacing of CR 361 (Robert Aman Road) from East of Joel Aman Road to CR 361 in Taylor County, Florida, hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. N/A dated the 17<sup>th</sup> day of December, 2013, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

**1. SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in **Exhibit A**, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY shall be responsible for the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY'S standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

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

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. 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 successful completion of each deliverable.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

**TO COUNTY:**

Kim Evans, Local Programs Coordinator  
Program Management – MS 2014  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

The Honorable Pam Feagle, Chair  
Taylor County BOCC  
Post Office Box 620  
Perry, Florida 32348

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Design to be completed on or before June 30, 2014.
- ii) Construction contract to be let on or before December 31, 2014.
- iii) Construction to be completed on or before June 30, 2015.

B. The COUNTY agrees to complete the PROJECT on or before **June 30, 2015**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3. COMPENSATION AND PAYMENT**

A. The DEPARTMENT will fund 75% of the estimated cost of the PROJECT. The total estimated project cost is Three hundred sixty nine thousand, nine hundred forty nine dollars (**\$369,949.00**). If the construction contract bid awarded by the COUNTY exceeds the construction estimate, the DEPARTMENT will participate in 75% of the bid up to 110% of the construction estimate. The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in Paragraph 1.G for approval and processing:

- monthly,
- quarterly,
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. The COUNTY'S matching participation is in the form of:

- Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.
- In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in **Exhibit B**.
- Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit N/A.

D. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

E. In the event the COUNTY proceeds with the design, construction and construction engineering inspection services ("CEI") of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead). All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

F. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

H. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation - Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation - District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/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.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the

project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated: "The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

M. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

N. 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.

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

#### **4. INDEMNITY AND INSURANCE**

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. **LIABILITY INSURANCE:** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION:** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

## 5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

## 6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not

required. However, if the COUNTY elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

- a. The DEPARTMENT at each of the following addresses:

**Jordan L. Green, P.E., Rural Area Transportation Development Engineer  
PLEMO Department – MS 2007  
1109 South Marion Avenue  
Lake City, Florida 32025-5874**

- b. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

- a. The DEPARTMENT at each of the following addresses:

**Jordan L. Green, P.E., Rural Area Transportation Development Engineer  
PLEMO Department – MS 2007  
1109 South Marion Avenue  
Lake City, Florida 32025-5874**

- iii. Any reports, management letter, 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, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

## 7. **TERMINATION AND DEFAULT**

A. This Agreement may be terminated by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed for which costs can be substantiated. Within **90** days, the COUNTY shall refund to the DEPARTMENT the amount of payment received for the PROJECT which exceeds 75% of the COUNTY'S costs for the portion of the PROJECT completed.

C. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

D. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

E. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

## 8. **MISCELLANEOUS**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party not a party to this Agreement.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

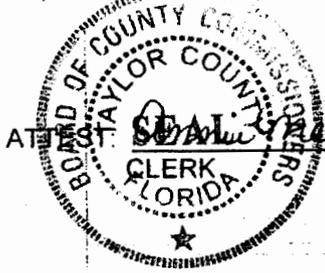
F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida, or as otherwise agreed to by the parties.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this 17th day of December, 2013, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number n/A of the Board on the 17th day of December, 2013, and the DEPARTMENT has executed this Agreement through its District Secretary for District 2, Florida Department of Transportation, this 2nd day of January 2014

TAYLOR COUNTY, FLORIDA

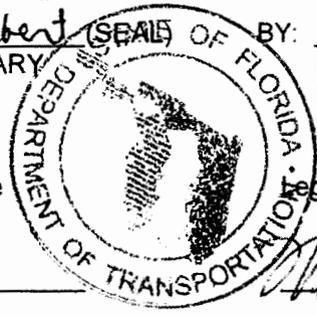


ATTEST: Sean M. Murphy (SEAL)  
CLERK

BY: Malcolm V. Page  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: Lisa Lambert  
EXECUTIVE SECRETARY



BY: Doug Gunn  
DISTRICT SECRETARY  
DISTRICT TWO

District Construction/Maintenance  
Engineer Approval:

Legal Review:

Melvin K. Glacwell 1.21.14

Availability of Funds  
Approval:

(Date)

### EXHIBIT 1

**FEDERAL** and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipient(s) of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

#### STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
<b>FDOT</b>	<b>55.009 – Small County Outreach Program (SCOP)</b>	<b>\$369,949.00</b>

#### Compliance Requirements

1. Allowed: per F.S. 339.2818, Department of Transportation-approved roadway projects involving repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.

2. Per F.S. 339.2818, any county that has a population of 150,000 or less as determined by the most recent official estimate pursuant to F.S. 186.901.

3. Per F.S. 339.2818, the department shall fund 75 percent of the cost of projects on county roads funded under the program. The county's 25 percent share can be funds or in-kind services. Waiver-eligible counties may request, from the Department, a waiver of this match as part of the Rural Economic Development Initiative (REDI).

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

**Financial Project No.:430692-1-58-01**  
Catalog of State Financial Assistance No.: 55009

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Taylor County Board of County Commissioners dated

January 22, 2014

**PROJECT LOCATION:**

The project is referred to as the widening and resurfacing of CR 361 (Robert Aman Road) from east of Joel Aman Road to CR 361 in Taylor County, Florida.

**PROJECT DESCRIPTION:**

The project consists of widening and resurfacing the existing roadway as follows:

- Development of design plans;
- Bid and award;
- Construction;
- Construction Engineering and Inspection

**AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$369,949.00**.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

The Honorable Pam Feagle, Chair Taylor County BOCC 201 E. Green Street Post Office Box 620 Perry, Florida 32348	<b>SMALL COUNTY OUTREACH PROGRAM (SCOP)</b>  <b>SCHEDULE OF FUNDING EXHIBIT "B"</b>	Financial Project ID: <b>430692-1-58-01</b>
		Contract Number:

**PROJECT DESCRIPTION**

Name: CR 361 (Robert Aman Road)

Length N/A

Termini: from east of Joel Aman Road to CR 361

Description of Work: Widening and Resurfacing

<b>TYPE OF WORK By Fiscal Year</b>	<b>(1) TOTAL PROJECT ESTIMATE FUNDS (100%)</b>	<b>(2) AGENCY FUNDS (1%)</b>	<b>(3) STATE &amp; FEDERAL FUNDS (100%)</b>
<b>Design</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u>  Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Right of Way</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u>  Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Construction</b> <u>2009-2010</u> <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u>  Total Construction Costs	_____ _____ _____ _____ _____ \$ 369,949.00 _____ \$ 369,949.00	_____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ \$ 369,949.00 _____ \$ 369,949.00
<b>Construction Engineering and Inspection</b> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u>  Total Construction Costs	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
<b>Total Cost of Project</b>	_____ \$ 369,949.00	_____ _____	_____ \$ 369,949.00

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available. The Small County Outreach Program project (SCOP) statutory percentage is 75/25% as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be accomplished through payment of funds or in-kind services. However, Taylor County is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver for purposes of waiving the required 25% participation requirement outlined in Florida Statutes 339.2818. The Department has granted the REDI waiver.

**RESOLUTION NO. N/A**

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Small County Outreach Program (SCOP) Reimbursement Agreement to widen and resurface Roberts Aman Road (CR 361B) from just East of Joel Aman Road to Johnson Stripling Road (CR 361).

**THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that:

1. The Chair of the Board is authorized to enter into the SCOP Reimbursement Agreement to widen and resurface Roberts Aman Road (CR 361B) from just East of Joel Aman Road to Johnson Stripling Road (CR 361).

**PASSED** in regular session this 17<sup>th</sup> day of December, 2013.



BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: Malcolm V. Page  
MALCOLM PAGE, Chairperson

ATTEST:

Annie Mae Murphy  
ANNIE MAE MURPHY, Clerk

24

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**



COMMISSIONERS TO RECEIVE AND APPROVE CONSTRUCTION & MAINTENANCE AGREEMENT FROM FDOT FOR IMPROVEMENTS TO KEATON BEACH COASTAL PARK

**MEETING DATE REQUESTED:**

July 22, 2014

**Statement of Issue:**

The Florida Department of Transportation (FDOT) is proposing to make improvements to the Keaton Beach Coastal Park.

**Recommended Action:** Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

**Fiscal Impact:** FISCAL YR 2014/15 - N/A

**Budgeted Expense:** NO

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

On July 1, 2014, the Board of County Commissioners received a Construction & Maintenance Agreement from the Florida Department of Transportation to fund, design, manage, maintain and improve a portion of the Keaton Beach Coastal Park at no expense to Taylor County. Under the terms of this agreement, FDOT will construct a restroom facility, vehicular parking area, bicycle racks, bicycle/pedestrian safety signage, an information kiosk, and associated stormwater facilities. Once the project is complete, Taylor County will once again be responsible to operate and maintain the upgraded roadway.

Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

**Options:**

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

**Attachments:**

Construction & Maintenance Agreement  
Authorizing Signature Resolution

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

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction & Maintenance Agreement to improve the Keaton Beach Coastal Park trailhead, and

**WHEREAS,** the Construction & Maintenance Agreement will allow FDOT to construct a restroom facility, vehicular parking area, bicycle racks, bicycle/pedestrian safety signage, an information kiosk, and associated stormwater facilities, and

**WHEREAS,** the Construction & Maintenance Agreement will have no financial, project oversight or administrative obligations on Taylor County, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute the Construction & Maintenance Agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Keaton Beach Coastal Park trailhead Construction & Maintenance Agreement.

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
MALCOLM PAGE, Chairperson

ATTEST:

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

## CONSTRUCTION & MAINTENANCE AGREEMENT

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

### -RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as CR 361 Trailhead, as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to the design and construction of a trailhead for the proposed Keaton Beach Coastal Park including a restroom facility, vehicular parking area, bicycle racks, bicycle/pedestrian safety signage, an information kiosk, and associated stormwater facilities as more particularly shown in attached **Exhibit "A"**; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

#### **1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

#### **2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

#### **3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

#### **4. E-VERIFY**

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

## **5. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

## **6. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

## **7. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

## **8. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local, Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

## **9. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **10. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **11. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **12. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **13. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

#### **14. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Mr. Blake Hunter, P.E.  
Chiefland Maintenance  
1820 South Young Boulevard  
Chiefland, Florida 32626

Agency: Mr. Dustin Hinkel, County Manager  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

**15. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

**16. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

**17. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**18. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

**19. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

**20. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

**21. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

**22. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

**23. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

**24. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

**25. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**26. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**27. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**28. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

**29. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**30. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

**31. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of eight (8) pages.

**Florida Department of Transportation**

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

Printed Name: \_\_\_\_\_

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

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

**Legal Review:**

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

Office of the General Counsel  
Florida Department of Transportation

**Taylor County**

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

Printed Name: \_\_\_\_\_

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

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

**Legal Review:**

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

Legal Counsel for Agency

**Attest:**

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

Printed Name: \_\_\_\_\_

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

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

**Attest:**

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

Printed Name: \_\_\_\_\_

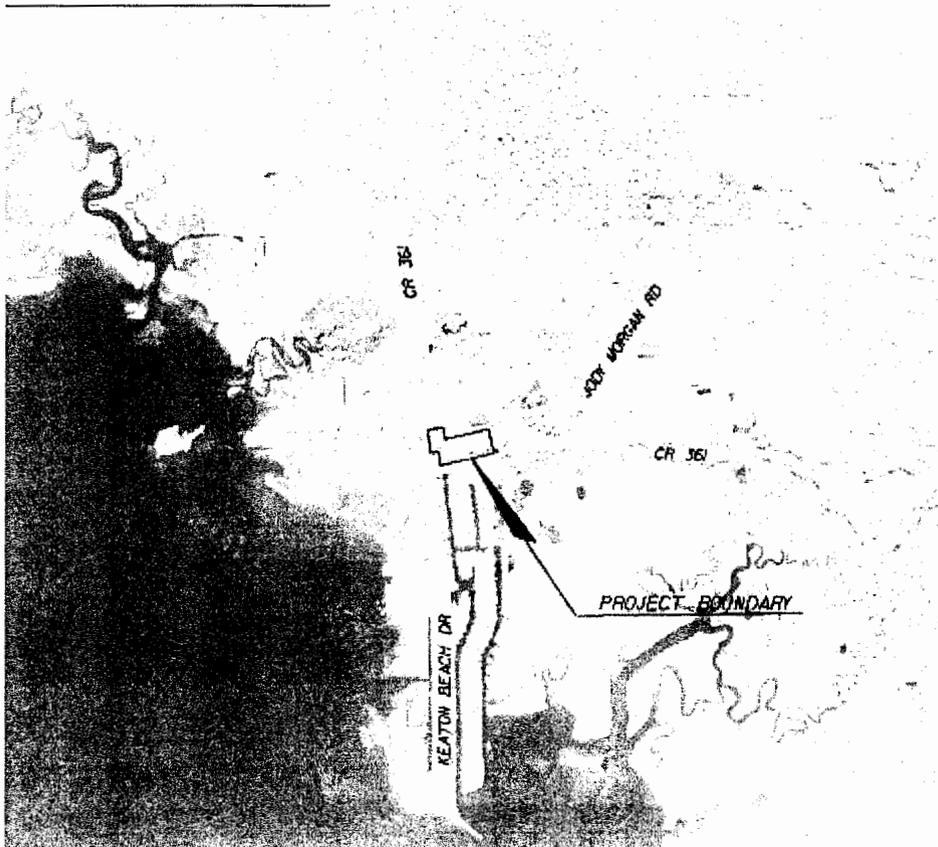
Title: \_\_\_\_\_

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

**EXHIBIT "A"**

**(PROPERTY DESCRIPTION)**

**Design and construction of a trailhead for the proposed Keaton Beach Coastal Park including a restroom facility, vehicular parking area, bicycle racks, bicycle/pedestrian safety signage, an information kiosk, and associated stormwater facilities.**



**EXHIBIT "B"**  
**(RESOLUTION)**

25

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF CLOSING DOCUMENTS FOR THE NEW OFFICE SPACE FOR THE SUPERVISOR OF ELECTIONS, AS AGENDAED BY THE COUNTY ATTORNEY

**MEETING DATE REQUESTED:**

JULY 7, 2014

**Statement of Issue:** THE BOARD TO CONSIDER CLOSING DOCUMENTS

**Recommended Action:** APPROVE

**Fiscal Impact:** \$137,511.60

**Budgeted Expense:** YES

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** ATTACHED ARE THE CLOSING DOCUMENTS FOR THE PURCHASE OF OFFICE SPACE LOCATED AT 433 US 19 NORTH. THE BOARD HAS PREVIOUSLY APPROVED THE PURCHASE OF THE PROPERTY

**Options:** APPROVE/DENY

**Attachments:** CLOSING STATEMENTS  
CORRESPONDENCE

*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

June 30, 2014

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

Dear Dustin:

Please find enclosed a closing statement that Smith & Smith has given me.

This needs to be placed on the agenda for next meeting for the chairperson, Hon. Malcolm Page to execute.

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

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy  
Mr. Michael S. Smith

# Closing Affidavit

(Buyer)

Before me, the undersigned authority, personally appeared the undersigned ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. Taylor County, Florida, a Political Subdivision of the State of Florida ("Buyer"), is purchasing the following described property from RBG, LLC, a Florida Limited Liability Company ("Seller"), to wit:

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 23, T4S, R7E AND RUN N 85 DEGREES 55' E, 281.0 FEET; THENCE RUN S 03 DEGREES 00' E 627.0 FEET; THENCE RUN N 85 DEGREES 55' E 378.96 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE N 85 DEGREES 55' E 200.0 FEET TO THE WEST R/W LINE OF U.S. #19, THENCE RUN S 36 DEGREES 39' E ALONG SAID R/W LINE 62.0 FEET; THENCE RUN S 00 DEGREES 36' E, ALONG THE WEST EDGE OF A GRADED ROAD, 90.0 FEET, THENCE RUN S 88 DEGREES 55' W, 227.9 FEET; THENCE RUN N 04 DEGREES 05' W, 142.2 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS .74 ACRE AND IS LOCATED IN THE SW 1/4 OF NE 1/4 OF SECTION 23, T4S, R7E, TAYLOR COUNTY, FLORIDA.

2. Buyer's marital status as reflected in this affidavit and the other closing documents is true and correct. The Buyer is of legal age and has never been adjudged incompetent. There are no matters pending against the Buyer that could give rise to a lien that would attach to the property prior to the recording of the interests to be insured, and Buyer has not and will not execute any instrument (nor permit any action to be taken) that would adversely affect the title or interests to be insured. There are no judgments or liens against Buyer and no bankruptcy proceedings are currently pending with respect to Buyer.
3. To the best of Buyer's knowledge, information, and belief: (a) within the past 90 days there have been no improvements, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid; (b) there are no actual or potential mechanic's, materialmen's, or laborer's liens against the property; (c) there are no tenancies, leases or other occupancies (oral or written) affecting the property; (d) no other person or entity has any contract to purchase, option to purchase, right of first refusal, or other potential claim of right to purchase the property.
4. Buyer knows of no violations of municipal ordinances pertaining to the property, or any action or proceeding relating to the property which is pending in any court, nor does the Buyer know of any judgment, tax lien, or matter of any nature whatsoever which could create a lien or charge upon the property. Buyer has no knowledge of any matters that could or does create a cloud on the title to the subject property.
5. There are no matters pending against the Buyer that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Borrower has not and will not execute any instruments that would adversely affect the interest to be insured.
6. There are no actions or proceedings now pending in any State or Federal Court to which the Buyer is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
7. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Smith & Smith Attorneys at Law, P. A.** and **Old Republic National Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein.
8. Buyer hereby holds **Smith & Smith Attorneys at Law, P. A.** and **Old Republic National Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Buyer is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely

swearing to statements made in an instrument of this nature. Buyer has read, or heard read, the full facts of this Affidavit and understands its context.

**Under penalties of perjury**, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Taylor County, Florida, a Political Subdivision of the State of Florida

By: \_\_\_\_\_  
Malcolm V. Page, Chairman

(Corporate Seal)

State of Florida  
County of Taylor

The foregoing instrument was sworn to and subscribed before me this 25th day of June, 2014 by Malcolm V. Page, Chairman of Taylor County, Florida, a Political Subdivision of the State of Florida, on behalf of the corporation. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

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

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**A. Settlement Statement**

**Settlement Statement**

**B. Type of Loan**

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	<b>6. File Number</b> 5501-234	<b>7. Loan Number</b>	<b>8. Mortg. Ins. Case Num.</b>
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.			ID:	

**C. NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

**D. NAME OF BUYER:** Taylor County, Florida, a Political Subdivision of the State of Florida  
**Address of Buyer:** P. O. Box 620, Perry, Florida 32348

**E. NAME OF SELLER:** RBG, LLC, a Florida Limited Liability Company  
**Address of Seller:** 20011 Keaton Beach Drive, Perry, Florida 32348 TIN:

**F. NAME OF LENDER:**  
**Address of Lender:**

**G. PROPERTY LOCATION:** 433 US 19 N, Parcel 23-04-07-03115-000, Perry, Florida 32347

**H. SETTLEMENT AGENT:** Smith & Smith Attorneys at Law, P. A. TIN: 59-1792763  
**Place of Settlement:** 411 North Washington Street, Perry, Florida 32347 Phone: 850-584-3812

**I. SETTLEMENT DATE:** 6/30/14 **DISBURSEMENT DATE:** 6/30/14

J. Summary of buyer's transaction		K. Summary of seller's transaction	
<b>100. Gross amount due from buyer:</b>		<b>400. Gross amount due to seller:</b>	
101. Contract sales price	125,000.00	401. Contract sales price	125,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	12,511.60	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance:</b>		<b>Adjustments for items paid by seller in advance:</b>	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross amount due from buyer:</b>	<b>137,511.60</b>	<b>420. Gross amount due to seller:</b>	<b>125,000.00</b>
<b>200. Amounts paid or in behalf of buyer:</b>		<b>500. Reductions in amount due to seller:</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff TRAVIS & FAYE BEACH	125,000.00
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller:</b>		<b>Adjustments for items unpaid by seller:</b>	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. BUYER AGREES TO PAY ALL 2014 REAL		513. BUYER AGREES TO PAY ALL 2014 REAL	
214. ESTATE TAXES		514. ESTATE TAXES	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total paid by/for buyer:</b>	<b>0.00</b>	<b>520. Total reductions in amount due seller:</b>	<b>125,000.00</b>
<b>300. Cash at settlement from/to buyer:</b>		<b>600. Cash at settlement to/from seller:</b>	
301. Gross amount due from buyer (line 120)	137,511.60	601. Gross amount due to seller (line 420)	125,000.00
302. Less amount paid by/for the buyer (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	(125,000.00)
303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Buyer:	137,511.60	603. Cash ( <input type="checkbox"/> To <input type="checkbox"/> From ) Seller:	0.00

**Substitute Form 1099 Seller Statement:** The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**Seller Instructions:** If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Buyer's Initial(s): \_\_\_\_\_

Seller's Initial(s): \_\_\_\_\_

L Settlement charges				Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$125,000.00 @	6.0000 % =	7,500.00				
701.	7,500.00	6.0000 % to	Big Bend Properties, Inc.				
702.		% to					
703. Commission paid at settlement						7,500.00	
704.		to					
800 Items payable in connection with loan				Buyer POC	Seller POC		
801. Loan origination fee		% to					
802. Loan discount		% to					
803. Appraisal fee		to					
804. Credit report		to					
805. Lender's inspection fee		to					
806. Mortgage insurance application fee		to					
807. Assumption Fee		to					
808.		to					
809.		to					
810.		to					
811.		to					
900 Items required by lender to be paid in advance				Buyer POC	Seller POC		
901. Interest from		to	@ /day				
902. Mortgage insurance premium for		months to					
903. Hazard insurance premium for		years to					
904. Flood insurance premium for		years to					
905.		years to					
1000 Reserves deposited with lender				Buyer POC	Seller POC		
1001. Hazard insurance		months @	per month				
1002. Mortgage insurance		months @	per month				
1003. City property taxes		months @	per month				
1004. County property taxes		months @	per month				
1005. Annual assessments		months @	per month				
1006. Flood insurance		months @	per month				
1007.		months @	per month				
1008.		months @	per month				
1009. Aggregate accounting adjustment							
1100 Title charges				Buyer POC	Seller POC		
1101. Settlement or closing fee		to	Smith & Smith Attorneys at Law, P. A.			200.00	
1102. Abstract or title search		to	Smith & Smith Attorneys at Law, P. A.			200.00	
1103. Title examination		to					
1104. Title insurance binder		to					
1105. Document preparation		to	Smith & Smith Attorneys at Law, P. A.			700.00	
1106. Notary fees		to					
1107. Attorney's Fees		to					
	(includes above item numbers:		)				
1108. Title Insurance		to	Old Republic Nat. Title/Smith & Smith			700.00	
	(includes above item numbers:		)				
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$125,000.00		(\$700.00)				
1111. Endorse:							
1112.		to					
1113.		to					
1200 Government recording and transfer charges				Buyer POC	Seller POC		
1201. Recording fees	Deed	\$52.50	Mortgage(s) Releases \$10.00			62.50	
1202. City/county tax/stamps	Deed		Mortgage(s)				
1203. State tax/stamps	Deed	\$875.00	Mortgage(s)			875.00	
1204.		to					
1205.		to					
1300 Additional settlement charges				Buyer POC	Seller POC		
1301. Survey		to					
1302. Pest Inspection		to					
1303. 2013 REAL ESTATE TAXES		to	Tax Collector			2,274.10	
1304. IF PAID BY JUNE 30, 2014		to					
1305.		to					
1306.		to					
1307.		to					
1308.		to					
1309.							
1400 Total settlement charges							
( Enter on lines 103, Section J and 502, Section K )						12,511.60	0.00

Buyer's Initial(s):

Seller's Initial(s):

**BUYER/SELLER  
SETTLEMENT STATEMENT ADDENDUM**

File Number: 5501-234

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

**Buyer(s)**

Taylor County, Florida, a Political Subdivision of the State of Florida

By: \_\_\_\_\_  
Malcolm V. Page  
Chairman  
  
(Corporate Seal)

**Seller(s)**

RBG, LLC  
a Florida Limited Liability Company

By: \_\_\_\_\_  
Earl A. Manning  
Managing Member

By: \_\_\_\_\_  
Gail J. Moffatt  
Managing Member

By: \_\_\_\_\_  
Robert Steedley  
Managing Member  
  
(Corporate Seal)

**Settlement Agent**

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Smith & Smith Attorneys at Law, P. A.

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

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

**WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.**