

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JANUARY 6, 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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF
(NONE)
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER RELEASE OF FIRST QUARTER FY
13/14 FUNDS, IN THE AMOUNT OF \$12,500, AS REQUESTED BY
THE TAYLOR COUNTY HEALTH DEPARTMENT.

7. THE BOARD TO CONSIDER RELEASE OF FY 13/14 FUNDS, IN THE AMOUNT OF \$52,900, AND THE APPROVAL OF MEMORANDUM OF AGREEMENT FOR SAID FY, AS REQUESTED BY APALACHEE CENTER, INC.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.
9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ANNUAL LOCAL MITIGATION STRATEGY PLAN PROGRESS REPORT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF SATISFACTION OF REPAYMENT AGREEMENT FOR EARLEEN UPSHAW, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
11. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE SHADE HANGAR SPACE LEASE RENEWAL AGREEMENT AT PERRY-FOLEY AIRPORT FOR PAUL CALAFIORE, AS AGENDAED BY THE GRANTS COORDINATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

12. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN EQUITABLE SHARING AGREEMENT, BETWEEN THE TAYLOR COUNTY SHERIFF'S OFFICE AND THE DEPARTMENT OF JUSTICE, AS AGENDAED BY DANIELLE WELCH, TAYLOR COUNTY SHERIFF'S OFFICE.

COUNTY STAFF ITEMS:

13. THE BOARD TO REVIEW AND CONSIDER ADOPTION OF RESOLUTION, AUTHORIZING THE CHAIRMAN TO BE THE SIGNATURE AUTHORITY AND MAKE A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG), REQUESTING FUNDING TO BE USED TO REHABILITATE VERY LOW, LOW, AND MODERATE INCOME HOMES OF QUALIFIED APPLICANTS, AS AGENDAED BY THE GRANTS COORDINATOR.

COUNTY ADMINISTRATOR ITEMS:

14. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF MAINTENANCE AND SUPPORT AGREEMENT WITH DATAWORKS PLUS, FOR RAPID ID SOFTWARE AND HARDWARE AT THE COUNTY JAIL.
15. 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

- 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.

Mission:

To protect, promote & improve the health
of all people in Florida through integrated
state, county & community efforts.



④

Rick Scott
Governor

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

Vision: To be the Healthiest State in the Nation

December 1, 2013

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

RE: First Quarter Invoice

Dear Ms. Taylor:

This letter is to request payment of the County contribution to the Florida Department of Health in Taylor County for the first quarter of the contract period October 1, 2013 through September 30, 2014 in the amount of \$12,500.00. ✓

PAYMENT NUMBER	DUE DATE	AMOUNT
Payment #1	January 1, 2014	\$12,500.00
Payment #2	April 1, 2014	\$12,500.00
Payment #3	July 1, 2014	\$12,500.00
Payment #4	October 1, 2014	\$12,500.00
Annual contribution per contract year 2013-2014:		<u>\$50,000.00</u>

0380-58110

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

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

RECEIVED

DEC 13 2013

CLERK OF THE COURT
TAYLOR COUNTY, FLORIDA

Sincerely,

Padraic Juarez
Acting Administrator

Florida Department of Health

Taylor County Health Department
1215 North Peacock Avenue • Perry, FL 32347
PHONE: 850/584-5087 • FAX 850/584-8653

www.FloridasHealth.com

TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fidoh

(agenda/consult) 11/6/14 [Signature]

APALACHEE
CENTER

Vendor
#000027

CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

November 25, 2013

Ms. Tammy Taylor
Taylor County Finance Director
Post Office Box 620
Perry, Florida 32348

Dear Ms. Taylor:

Enclosed is the Memorandum of Agreement between Taylor County and Apalachee Center, Inc.
Please return a signed copy to my attention so that we will have one for our files. I would also
like to request the contract amount of \$52,900. ✓ 0390-53401

If you have any questions or need additional information, please call me at (850) 523-3231.

Sincerely,

Dale Layfield

Dale S. Layfield
Senior Accountant

(\$52,900 approved
in BCC Budget for 2014 FY) JH

Enclosure

(agenda / consent 12/7/13) JH



CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

MEMORANDUM OF AGREEMENT TO PROVIDE MATCHING FUNDS

This agreement is between Apalachee Center, Inc. (ACI) and Taylor County (the County).

Whereas, ACI is the designated public receiving facility for the county and as such, maintains crisis stabilization and detoxification services available on a 24 hour basis, and

Whereas, the County acknowledges that the majority of patients accessing the aforementioned services are medically indigent and afford no means of generating the required matching funds.

Now, therefore, ACI and the County mutually agree to the following:

- 1.) ACI will furnish the County with monthly statements which reflect the County's match requirement for crisis stabilization and detoxification services calculated based upon actual expenditures and County utilization statistics.
- 2.) County agrees to pay ACI a lump sum of \$52,900 to cover the estimated match requirement for crisis stabilization and detoxification services provided to County residents, for Fiscal 13/14.
- 3.) In the event that the lump sum payment of \$52,900 exceeds the actual match requirement, ACI will credit the excess to the following fiscal year.

Representative Date
Taylor County Board of
County Commissioners

Virginia H. Kelly 11/25/2013

Representative Date
Apalachee Center, Inc.

(8)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2014, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2014.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,310	001-3352910	EMS 100% Grant (Advance)
Expenditures:		
\$1,311	0275-55102	EMS 100% (Advance) Grant- Office Furn/equip < \$1,000
\$1,999	0275-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of December, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2014 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor
(New grant awarded for 2014 FY)

Chairman



**SIGN
HERE**

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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: December 2, 2013

TO: Tammy

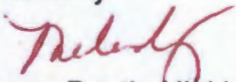
FROM: Melody

RE: Budget Request
EMS Grant 2013-2014

Tammy, please prepare a budget amendment as soon as possible for the above indicated budget. I have attached a budget and support documentation for the grant and I know the check for the grant has already been received.

Please let me know if you have any questions. Thank you!

Melody



c.c. Dustin Hinkle

DETAIL BUDGET REQUEST
2013-2014 FISCAL YEAR

DEPARTMENT: EMS 100% Grant (Advance)
December 2, 2013

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
56400	Capital Outlay -Equipment	\$1,999.00
	78" Interactive Whiteboard to be used for training	
55102	Office Equipment/Furn < \$1,000	\$1,311.00
	Optoma 3D DLP Projector & Dell Laptop computer	

TOTAL BUDGET REQUEST \$3,310.00

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
64-202192002-64200800-00-05999800	640000	80	D4000272156	7500	11/19/13	0498375
						PAYMENT AMOUNT \$ 3,310.00

TAYLOR COUNTY
201 EAST GREEN STREET
PERRY FL 32347

AGENCY DOCUMENT NO
V008879

PLEASE DIRECT QUESTIONS TO: (850) 245-4502, HQ, ACCOUNTING - LYNN ROBINSON

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
C2062	\$ 3,310.00

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC



FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO
64-202192002-64200800-00-05999800	D4000272156	V008879	7500	11/19/13	44-0498375-0
OLO 640000	SITE 80	CONTACT (850) 245-4502 FOR PAYMENT QUESTIONS			VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

PAY

THREE-THOUSAND-THREE-HUNDRED-TEN & 00/100 DOLLARS

4-19 880 681
AMOUNT
\$***3,310.00**

EXPENSE WARRANT

TO THE
ORDER OF

TAYLOR COUNTY
201 EAST GREEN STREET
PERRY FL 32347

TO: DIVISION OF TREASURY
TALLAHASSEE

Jeff Atwater
JEFF ATWATER, CHIEF FINANCIAL OFFICER

⑈4404983750⑈ ⑆061209756⑆ 2079900545225⑈

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ANNUAL LOCAL MITIGATION STRATEGY PLAN PROGRESS REPORT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR

MEETING DATE REQUESTED:

JANUARY 6, 2014

Statement of Issue: THE BOARD TO REVIEW A PROGRESS REPORT

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: PURSUANT TO FAC 27P-22, THE CHAIRMAN MUST SUBMIT AN ANNUAL PROGRESS REPORT ON LOCAL MITIGATION PROJECTS UNDERTAKEN BY THE COUNTY'S MITIGATION WORKING GROUP.

Options: APPROVE/NOT APPROVE

Attachments: 2013 REPORT



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

January 6, 2014

William McCusker
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Mr. McCusker,

Pursuant to Florida Administrative Code 27P-22, please find enclosed the Local Mitigation Strategy 2013 Annual Report for Taylor County. This report was presented to the Board of County Commissioners at its regular meeting on Monday, January 6, 2014. Please direct any further questions to Mr. Dustin Hinkel, the County's Emergency Management Director and LMS Chair. Mr. Steve Spradley is the LMS Workgroup vice-chair and can be reached at 850-838-3575.

Thank you!

Malcolm Page
Chair
Taylor County Board of County Commissioners



MEMORANDUM

Subject: Taylor County Unified Local Mitigation Strategy Plan Annual Progress Report

The LMS/LTR work groups met four times since the last writing of this progress report on February 28, 2013, May 23, 2013, August 22, 2013, and December 10, 2013. The group meets quarterly to discuss potential mitigation and recovery projects and planning. Below is a status update for the individual projects identified in the LMS. I remain as the group's Chairman and Steve Spradley, EM Coordinator, is the vice-chair. There have been no changes made to the project, priorities, repetitive loss, or critical facilities lists or the LMS plan. The workgroup has identified several opportunities for future updates to projects and the plan in the year to come. Copies of this report will be maintained in my office, your office, and at the EOC.

[illegible]

[illegible]

[illegible]

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
AI11	All-hazard public awareness and educational programs	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes	This project proposes the development of public awareness programs to address flood prevention, forest fire prevention, evacuation routes, shelters, safe-room program, current and future construction. These program with the associated information would be continually offered to the public through a variety of methods including classes, internet data dissemination, and printed materials.	Ongoing	Taylor County Emergency Management	\$10,000	6 months

2010 Update: The County commissioned Disaster Strategies and Ideas Group to produce hazard awareness brochures, which they did, but they have not been reprinted for general distribution. They will be printed for future events where materials can be distributed to the general public. In addition, the Building Department sent out flood mitigation/insurance information to areas around NFIP repetitive loss structures. The Building Department spoke to two repetitive loss structure owners about mitigation, of which one determined it was economically not feasible, and the other was not interested.

2011 Update: An ongoing process. TCEM did distribute updated Re-Entry permits and hurricane evacuation zone maps. TCEM continues to present at public events.

2012 Update: TCEM has continued its re-entry permit and public awareness campaigns and the Building Department has continued its repetitive loss outreach.

2013 Update: TCEM has continued its re-entry permit and public awareness campaigns by attending and hosting several public meetings and events and the Building Department has continued its repetitive loss outreach.

AI12	Countywide disaster recovery business alliance	all hazards	This project proposes to develop a public/private partnership to reduce vulnerabilities in the area through cooperation and education.	Ongoing	Taylor County Emergency Management	\$7,500	12 months
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2010 Update: Taylor County Emergency Management continues to reach out to local businesses and engage them in emergency management in order to reduce vulnerabilities. Representatives from the Buckeye Corporation are sitting members of the LMS working group. Other businesses (Progress Energy, Martin Electronics, etc) have been engaged to participate in emergency management activities. Progress Energy was involved in the County's table top exercise in March, 2010, as they have a major role in utility restoration. This will remain an ongoing effort. The LMS Working Group also keeps the City Commission and County Board apprised of mitigating the impacts of new and existing buildings.

2011 Update: TCEM is actively seeking funds for including this project into its new Long-Term Recovery Plan.

2012 Update: TCEM continues to engage its private sector partners in all phases of disaster. TCEM produced a long-term recovery plan in November 2011 that incorporates the County's economic development vision and TCEM is in development of a business re-entry program.

2013 Update: Business Re-Entry program has been rolled out to the private sector.

Fire1	Mitigation Burning and Forest fire Management	forest fires	This project proposes the continuation and increase of Department of Forestry mitigation burning on public and private lands. This is an on-going program for FDOF that is contingent on funding and manpower.	Ongoing	Florida Division of Forestry	\$26,500	6 months
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2010 Update: The following areas have been, or will be controlled burned. This is an ongoing effort with the Division of Forestry, and will continue to be a joint effort between the County and the Florida DOF.

Location	County	Area	Date Begin	Date End
Steinhatchee Falls	Taylor		1/29/09	3/19/10
Cabbage Grove	Taylor	Central and north end	1/13/10	3/19/10
Natural Well Branch	Taylor	Central and north end	2/8/10	3/19/10
Cabbage Creek	Taylor		2/8/10	3/19/10
Mount Gilead	Taylor		2/8/10	3/19/10
Shady Grove	Taylor		2/8/10	3/19/10

2011 Update:

Project Name	Treatment Type	Acres Treated	Structures Protected	Estimated Value of Homes or Structures	Date Completed
Pridgeon	Rx Burn	11	31	\$2,578,798	3/9/2010
York	Rx Burn	8	19	\$966,977	3/24/2010
Keaton Beach	Mowing/Plowing	10	36	\$3,464,885	5/13/2010
Hunter	Mowing/Plowing	9.7	18	\$599,594	6/30/2010
Waldo	Mowing/Plowing	7.9	26	\$796,731	6/30/2010

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
Martin		Mowing/Plowing	7.3	30	\$3,915,697	6/30/2010	
Cash		Mowing/Plowing	7.7	51	\$3,128,091	6/30/2010	
Energy Technical System		Mowing/Plowing	40	25	\$2,120,000	9/13/2010	
Snipes		Mowing/Plowing	2.5	11	\$750,000	9/1/2010	
Quail Point		Mowing/Plowing	40	51	\$8,650,000.00	8/31/2010	
Leisure Retreats/Foley		Mowing/Plowing				3/7/2011	
Leisure Retreats/Pruitt		Mowing/Plowing	7	16	\$1,036,000.00	3/7/2011	
Chemring		Mowing/Plowing	31	30	\$3,915,697	3/19/2011	
2013 Update: Florida Forest Service continues to perform preventative mowing and plowing as conditions and funds warrant.							
Fire2	Additional Fire Department Resources	forest fires, all hazards	County Fire resources are minimal and stretched. This project proposes the addition of fire and emergency personnel and equipment especially along the coast.	Proposed	Taylor County Emergency Management	\$500,000	24 months
<p>2010 Update: This is an ongoing need for the County, and remains on the project list. The County continues to allocate limited resources to maintain the coastal fire departments, but more funding is required. The LMS Working Group continues to investigate alternative funding sources to enable this valuable projects.</p> <p>2011 Update: TCFR continues to seek funding.</p> <p>2012 Update: The Board has agreed to fund the acquisition of new radios, air packs, and bunker gear for an overall investment of nearly \$100,000.</p> <p>2013 Update: The Board has allocated \$85,000 in FY14 for equipment repairs and upgrades.</p>							
Fire3	Continue and strengthen local fire burning regulations and enforcement.	forest fires	This Project proposes to continue the current program for permits and fines for individuals burning debris on private lands. This project also proposes to increase the levels of enforcement for these infractions.	Ongoing	Florida Division of Forestry	\$60,000	6 months
<p>2010 Update: This is an ongoing, active project jointly between the Florida Division of Forestry, and Taylor County. This effort has saved the county thousands of dollars through regulation and prevention of escaped private property debris fires. This will continue to be an ongoing effort to protect the citizens of Taylor County from escaped, uncontrolled wildland fires.</p> <p>2012 Update: TCFR and TCEM continues to its coordination with the Florida Forest Service in recommending and amending policies for enforcement.</p> <p>2013 Update: TCFR and TCEM continues to its coordination with the Florida Forest Service in recommending and amending policies for enforcement.</p>							
Fire4	Fire awareness educational Program	forest fires	This project proposed the development of an educational outreach program to instruct citizen about ways to minimize fires and protect their property from damage. This would involve instructions about clearing brush and pine straw from around houses and ensure clear access to locations for fire equipment.	Ongoing	Florida Division of Forestry/ Taylor County Emergency Management	\$25,000	12 months
<p>2010 Update: There have been several Firewise presentations given in the County. One was conducted in the Steinhatchee Community (2006), the annual Forest Festival (2008-2009), and at the Perry Rotary Club meetings (2010). In each event, brochures describing basic Firewise concepts were distributed to the residents of Taylor County. The FDOF County Mitigation Planner has visited the County several times to conduct these events, and will continue in the future. Taylor County Emergency Management and Fire Rescue will continue to partner with the FDOF to continue the Firewise program. The LMS Working Group also wants to establish a larger presence at the Forest Festival in 2010, and give out brochures and information during the Festival parade. This is an important project, and will remain on the LMS project list.</p> <p>2012 Update: Project is ongoing with appearances by the Forest Festival and local schools.</p> <p>2013 Update: Project is ongoing with appearances by the Forest Festival and local schools.</p>							
Fire5	Reduce fire hazard	Urban and wildland fire	This project proposed to increase the water conveyance capacity of the county's water supply in order to bring the system up to the current Florida Fire Prevention Code to minimize the threat of an inadequate water supply capacity.	Ongoing	Taylor County Emergency Management	\$500,000	12 months

[illegible]

Flood12	Flood prone and vulnerable property acquisition	Floods, Hurricanes, Severe Storms, Sinkholes	This project proposes to acquire property in the coastal high hazard area and 100-year and 500-year floodplain to preserve natural hazard barriers and reduce residents' vulnerability.	Proposed	Taylor County Emergency Management/Taylor County Grants Department	\$1,000,000	36 months
<p>2012 Update: The project was proposed at the 8/21/12 meeting as a vulnerability reduction measure. The group will begin seeking funding opportunities after the group confirms its inclusion at the November 2012 meeting.</p> <p>2013 Update: Project confirmed. Suitable property identification is ongoing.</p>							

<p>AI13</p>	<p>Acquire permanent and mobile standby generators</p>	<p>Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes</p>	<p>This project proposes to acquire permanent and mobile generators for the purpose of mitigating the effects of long-term power outages</p>	<p>Proposed</p>	<p>Taylor County Emergency Management</p>	<p>\$400,000</p>	<p>36 months</p>
<p>2012 Update: Proposed at 8/21/12 meeting; TCEM continues to seek funding opportunities and assess critical facility needs 2013 Update: Project confirmed. TCEM is compiling generator needs and pricing.</p>							
<p>AI14</p>	<p>All hazards critical facility hardening</p>	<p>Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes</p>	<p>This project proposes to fund hardening efforts at critical facilities through the acquisition and installation of materials to mitigate the impacts of hazards and ensure the viability and safety of facilities designated as critical to maintaining the health and safety of the community.</p>	<p>Proposed</p>	<p>Taylor County Emergency Management, Building and Planning, Engineering, Grants Departments</p>	<p>\$1,00,000</p>	<p>36 months</p>
<p>2012 Update: Proposed at 8/21/12 meeting; TCEM continues to coordinate the identification of facility needs. 2013 Update: TCEM is coordinating with departments to identify hardening needs and projects.</p>							

LMS Working Group/Long-Term Recovery Planning Meeting
Taylor County Emergency Operations Center

February 28, 2013
2:00PM – 3:00PM

Meeting Minutes

Attendance

Meeting Agenda

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Eoc.coordinator@taylorcountygov.com
Dustin Hinkel	TCEM	850-672-0830	Dustin.hinkel@taylorcountygov.com
Edye Rowell	Buckeye	584-1104	Edye_rowell@bkitech.com
Bill Roberts	Airport	838-3519	airport@taylorcountygov.com
Drucilla Sands	Buckeye Safety	584-1404	Durcilla_sands@bkitech.com
Robyn Gedeon	Buckeye	584-1104	Robyn_gedeon@bkitech.com
Ed Ward	FDOT	386-961-7581	Ed.ward@dot.state.fl.us
Jack Smith	FFS	838-2292	Jack.smith@freshfromflorida.com
Chris Brannon	FFS	838-2299	Christopher.brannon@freshfromflorida.com
Paula Anderson	FDOH	850-606-8769	Paula_anderson@doh.state.fl.us
Stephen Caruso	City of Perry	584-3709	perrywwsuper@fairpoint.net

- Review of Minutes and Action Items from 11/29/12 meeting
- Staff to provide update on Tropical Storm Debby mitigation items
- Staff to provide update on Annual Progress report submitted to FDEM
- Volunteers and donations planning update
- Forest Capital Hall host shelter renovation
- Mitigation projects updates
- Agency Reports
- Questions and comments

Minutes

D. Hinkel stated that he was very happy to see such a good turnout at this meeting and thanked everyone for attending. He asked if there were any questions about the meeting minutes and there were none.

REVIEW OF ACTION ITEMS:

Damage assessment team assignments and training will be rolled into the tornado exercise Tuesday March 5. The first half of the exercise will be response functions after a tornado touches down. The second half will be for recovery discussion in the afternoon, covering damage assessment, documentation, reimbursement and give us time to separate out.

Melody Cox is working to have her contact come down and work with the board on coastal resilience. The Coastal Resilience Index has a lot of questions about perception and they will walk through it with us on how to identify resilience areas and fill out the paperwork.

Florida Forest Service was present at the meeting and is active in mitigation and we work closely with Dan Anderson of the School District. Also, Stephen Caruso with the City Water and Waste was present in the meeting.

We are working with our Building Dept. to get them more involved as a department and also in the work group to be involved on some of our projects with the difficulties the Building Dept. is experiencing in the NFIP.

In working with Danny at the Building Department we learned that we already have an emergency disaster housing ordinance to allow for the temporary placement of RVs and trailers on lots where damage was sustained to primary residence.

The mitigation project that we wanted to pursue with Charles Sadler Lane experienced some obstacles, mainly engineering and a question about what kind of vehicle the county needs to take to fund a project on a private road. We have passed the deadline, but we are working with Engineering to identify specifics on what needs to be done to fix that road. Then we will work towards putting together an application for DEM.

D. Hinkel inquired from the LMS Group on any updates for inclusion into the LMS Project List revealed none at this time.

FFS Smith advised that they had nothing budgeted in this FY for mitigation.

B. Roberts stated that the airport still had need for water diverters and they had experienced water on the airport with a potential to be blown into the secondary EOC.

D. Hinkel pointed out that FFS probably would be interested in preventing water into their hanger. He stated that there may be a FAA grant that Melody Cox is familiar with that we could collaborate on.

E. Rowell stated that Buckeye is moving forward with the "line 3" expansion of one of their areas. D. Hinkel asked if there were possibly some pre-storm impacts on operations that we could possibly work on from a mitigation standpoint. Ms. Rowell stated that they have some pre-storm planning for prevention, but they don't have a lot of mitigation planning there. Buckeye did do a tornado drill within the last 6 months and D. Sands stated that they test their siren every 3rd Thursday of the month. They receive their weather alerts from the EM EAS system.

P. Anderson advised that FDOH is doing very well and they have revised all of their emergency operations plans and they have done some communications training and have exercises planned for the next four years. She went on to say that we, EM and DOH, needed to get together to update the Special Needs operations. She knew of no TCHD mitigation needs.

S. Caruso with Perry W&W stated that they are currently in the process of upgrading their facility now. Their concerns are flooding of control panels causing lift stations to back up. They have 29 lift stations at this time. These systems are most susceptible. D. Hinkel said that a generator for a lift station may be a permissible project for mitigation purposes. He asked that Mr. Caruso supply us with the locations of the 29 lift stations for awareness during future hazards.

Hinkel said that he wanted to speak to all ESF leads to discuss with them and we will have our concept of operations briefing before hurricane season and go through the changes structure and go over

In January TCEM sent our annual mitigation update to DEM and it has been posted on the TaylorCountyGov.com website for anyone to see. Basically we supplied the minutes of the meetings with an update of the projects on our projects list.

Additions to the project lists was a property acquisition project that Melody Cox suggested, should the county identify any natural habitat for an ecological buffer to the effects of hurricanes and tropical surge.

Another was generators, which are generally not an approved project, but if the generator supports another approved project they might be OK.

Wind mitigation to some of our shelters has been broadened to Forest Capital Hall and working to start bringing it back up to a standards for a host shelter.

TCEM, Animal Control and the School District just identified an area at Perry Elementary to utilize as a pet shelter. We are now trying to make sure that we have all of the resources and procedures in place.

D. Hinkel advised that we are nearing closeout of Tropical Storm Debby. At this time the county still has not been reimbursed of any TS Debby funds. They say they have a check of \$208,000 that is in the mail.

D. Hinkel advised that he and S. Spradley met with the Big Bend COAD (Community Organizations Active in Disaster) last week. Big Bend COAD serves Region 2, thirteen counties and they pool and take some of the bigger regional oriented companies and non-profits that focus on serving the public good and volunteering to provide a network for our chapters here in Taylor County. This will help us with not relying on the state or contracting with someone else. Volunteers can do a lot more that what governments can do and provide that personal touch.

D. Hinkel advised that our debris management contacts will be on the Board agenda for review on March 4th. We will have two debris contractors and one debris monitor. Our primary debris contractor will be Ceres Environmental and the alternate contractor will be CrowderGulf. Our debris monitor is Witt-Obrien.

Also, the Board will review an agreement with FDOT to allow them to place equipment on our county tower and then will give us another communication piece with FDOT.

D. Hinkel gave an update on public service announcements every other Friday and these will be done until hurricane season. EM is also working on a business re-entry program to allow businesses to enter damaged areas. There are phases to re-enter an area and we want to create a Tier system for businesses to re-enter the damaged areas and check on their property.

LONG TERM RECOVERY

D. Hinkel advised that the fire department added new bunker gear and new air packs this year and they have a Forestry grant for more equipment.

D. Hinkel informed the group that EM and the IT department of the county to provide better disaster resilience for those agencies that are part of the emergency response team. We are putting in a redundant backup system that will also back up to an offsite location.

For the coming fiscal year one of our main focus points is making a volunteer coordinator to promote volunteer outreach. The coordinator can recruit, train and maintain volunteers and have an active base to get out during the recovery phase. We will also set up a system for accepting donations.

D. Hinkel asked if there were any Long Term Recovery issues as community members and to think about the effects of a catastrophic impact and if their home was impacted what kind of service or program would need to be in place to make them feel comfortable again to get back to work and leaving there home and getting their business back up and operating again.

D. Hinkel said that those programs and ideas are what we need to work on as a group to provide those services post disaster. D. Hinkel, think of, clean roads, child care, power recovery, housing, the economy. We also want to role in the Development Authority for input.

P. Anderson offered a suggestion that we look for input from our staff as training needs assessment and also drilling their communications system. The training needs assessment has been an eye opening experience for FDOH.

D. Hinkel said that EM has hired a contractor to put together a Continuity of Operations Plan and a Continuity of Government plan for the county departments to help us recover if a department is affected the plan can help them get back into operations.

D. Hinkel said that we are going to begin having training and exercise committee meetings again to try and set a better calendar for county emergency response teams. We've already talked to the Red Cross on having a shelter operations course and refreshers and then an exercise on alternate years.

ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is tentatively set for Thursday, May 23, 2013, at 2 PM (TCEM)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class.
- Debris removal contacts to Board meeting for approval
- Complete and submit HMGP application
- Board to review an agreement with FDOT to allow them to place equipment on our county tower
- Work to make a volunteer coordinator to promote volunteer outreach.
- Implement a training and exercise committee

LMS Working Group/Long-Term Recovery Planning Meeting
Taylor County Emergency Operations Center

May 23, 2013
2:00PM – 3:00PM

Meeting Minutes

Attendance

Meeting Agenda

- Review of Minutes and Action Items from 02/28/13 meeting
- Staff to provide update on LMS projects for inclusion into the LMS Project List

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Eoc.coordinator@taylorcountygov.com
Dustin Hinkel	TCEM	850-672-0830	Dustin.hinkel@taylorcountygov.com
Jamie Cruse	TPD	843-9945	Jamie.cruse@perrypolice.net
Paula Anderson	FDOH/TCHD	850-606-8769	Paula_anderson@doh.state.fl.us
Brian Bradshaw	FDEM	850-519-8639	Brian.bradshaw@em.myflorida.com

- Staff to provide update on Debris removal contacts to Board meeting for approval
- Report on HMGP application
- FDOT equipment on county tower
- Volunteers and donations planning update
- Implement a training exercise committee
- Forest Capital Hall host shelter renovation
- Agency Reports
- Questions and comments

Minutes

D. Hinkel thanked everyone for coming and advised that this would be a short meeting with fewer attendees present.

REVIEW OF ACTION ITEMS:

Mr. D. Hinkel stated that all debris removal contracts have been approved by the Board and are now executed.

He advised further that we had decided to delay making application on the HMGP application.

FDOT has completed their installation on our tower, but they still have not brought their system on line due to some linking with the tower at FDOT. S. Spradley reported that in the negotiations for FDOT to put equipment at our site they were supposed to supply us with a low band radio so that we could monitor their operations during activation.

D. Hinkel advised that we still need to meet with County Extension about helping with volunteer and donations and they possibly have one of their staff coordinate the program. He went on to say that the role is too important to have only one of the EM staff coordinate. The Big Bend COAD has started stepping up and we need someone that EM supported to coordinate with them. J. Cruse advised that the PD was very involved with several different groups and he would help look for a person to be the coordinator. All agreed that a city or county employee would probably be best suited.

D. Hinkel said that we have scheduled June 13, for the first training group meeting. J. Cruse advised that he had spoken with Mike Altman at AMTEC and he had expressed the desire to be involved in tactical training. D. Hinkel said that he had also spoken with Matt Eckel of AMTEC and he had also offered their expertise.

J. Cruse advised that the training group idea was formed after a LE response to an aircraft incident. He has put his supervisors in ICS 300 and 400 classes at the EOC in an attempt to become more pro-active in responses. D. Hinkel said the training meeting will assist EM to be more proactive and assist with putting together better training opportunities.

S. Spradley advised that Forest Capital Hall host shelter renovations for the generator hook up have been advertised and we are waiting on bids for the electrical connectivity. D. Hinkel stated that the County is pursuing a grant for renovations to the FCH and we were able to include renovations to make the restrooms ADA compliant and also a sprinkler system to that grant application.

D. Hinkel stated that we are also looking for software programs, possibly through the Dispatch-Center to aid in resource tracking during responses. J. Cruse stated that during the vendor proposals Frequentis did have a mobile application to assist with tracking resources, but funding the application is an issue.

P. Anderson asked if the region had some sort of event and the Special Needs Shelter in Tallahassee was filled is there any way that our local general shelter could become a Special Needs shelter. B. Bradshaw stated that we would need to try and use Dixie or Suwannee's SpNS. S. Spradley advised that EM has ordered shelter supplies with a few SpNS cots for emergency use. D. Hinkel said in a dire situation we would work with the hospital and if necessary we would utilize our risk shelter and attempt to make room and do the best we can.

P. Anderson reported that the TCHD vacancies are in the process of being filled, with one already filled and one on the way.

B. Bradshaw advised that he is trying to obtain more public handouts for us to give out to the public. S. Spradley stated that EM would be attending a Safety Fair at Chemring the next day and we could use some updated handouts.

D. Hinkel stated that EM will be hosting a homeowner Wind Mitigation Workshop on June 15 at FCH.

D. Hinkel inquired if there were any mitigation concerns in the City of Perry for structures that need to be hardened if funds should become available. J. Cruse advised that the City fuel storage depot does not have generator power. Police cars, or any city vehicles, would not have the ability to fuel up during a power shortage. The depot does not have a transfer switch or generator hookup. He said that he would speak to the City Manager to see if there is a plan to address the issue.

D. Hinkel spoke of EM intentions to have damage assessment training every year in July. B. Bradshaw advised that he would inquire if we could have the FDEM Power Point and conduct our own training here at the EOC.

LONG TERM RECOVERY

D. Hinkel said that EM is rolling out our Business Re-Entry program. Businesses will have a similar re-entry pass as the current residential pass. The residential pass allows property owners the ability to re-enter their property to help people recover. The business pass is the same principle and allows a business the ability to re-enter and begin clean up and hopefully get back to business as soon as possible.

Another issue that we have been discussing in the special needs meeting is talking about evacuations and triggers and setting certain scenario timelines. One scenario, such as 36 hours out, would identify when we will meet and coordinate evacuation into the re-entry phase. This timeline will also address other factors such as staging, emergency response, etc.

Hinkel stated that EM has developed CEMP Guides which will assist departments in knowing their duties during a disaster. We will be getting those guides out to our ESF partners.

Hinkel also advised that we are discussing with Fairpoint on making a room into a Citizens Information Center. We want to segregate the public calls that come in to the EOC so that they will not interfere with operations during a disaster.

D. Hinkel also asked that we keep an eye on what the County is doing with the Restore Act, because it is exactly what we need to do in a Long-Term Recovery. The Board has set up a Citizens Advisory Council of 11 people that are preplanning and making recommendations in case money does come into the County from the Act.

Another project that EM wants to begin is to consolidate our multiple plans into one document where possible.

ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is tentatively set for Thursday, August 22, 2013, 2 PM (EOC)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Work to make a volunteer coordinator to promote volunteer outreach
- Attempt to obtain Damage Assessment training
- Push out the CEMP Guides to all ESF
- Continue with establishing a Citizens Information Center in the EOC

LMS Working Group/Long-Term Recovery Planning Meeting
Taylor County Emergency Operations Center

December 10, 2013
2:00PM – 3:00PM

Meeting Minutes

Attendance

Meeting Agenda

- Review of Minutes and Action Items from August 22, 2013 meeting

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Eoc.coordinator@taylorcountygov.com
Dustin Hinkel	TCEM	850-672-0830	Dustin.hinkel@taylorcountygov.com
Christie Mathison	FL DOH	580-528-5498	Christi.mathison@flhealth.gov
Glenda Hamby	United Way	850-545-1344	Glenda@uwbb.org

- Report on research and evaluation of potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Discuss implementation of a volunteer coordinator to promote volunteer outreach
- Report on establishing a Citizens Information Center in the EOC
- Report on Draft Flood Response Annex to CEMP
- Review CRS standards to see how EM and the workgroup can assist the Building and Planning Department
- Report about Donaldson Road Bridge Repair to LMS project list
- Discussion of projects with Engineering to add storm water and drainage addition to LMS project list
- Annual flood response exercise to exercise calendar

Minutes

D. Hinkel thanked everyone for taking time during the holiday season to come to the meeting.

REVIEW OF ACTION ITEMS:

Mr. Hinkel stated we continue to research potential LMS projects and storm and water drainage projects for the list.

We are still looking to recruit an individual to coordinate our volunteer program and asked G. Hamby for input. He advised that Taylor County has been active with the regional COAD (Communities Organizations Active in Disaster) network, which calls upon each other and their resources to aid during a disaster. He explained that we need to implement a local VOAD (Voluntary Organizations Active in Disaster) or a coalition of the local individuals to aid in a disaster. Since EM will have our hands full during a disaster we need help coordinating volunteers, so a coordinator would aid in recruitment, training, and coordination before and during a disaster.

One projected need during a disaster would be the need for volunteer phone operators in a Citizens Information Center to take calls and direct callers to appropriate services that had been set up within the county.

G. Hamby offered that a retired professional may be the best avenue to explore and find someone that could coordinate the volunteer program. An individual such as a retired teacher, law enforcement officer or other government employee would probably make a good coordinator. She offered to speak with the School Superintendant Paul Dyal and others to aid in possibly finding someone that would be interested in helping.

D. Hinkel said that we have spoken with Big Bend 211 to possibly assist with call taking during a disaster. They are currently set up to take calls from citizens and direct callers to available resources such as shelters or food. He said that they have expressed some interest in broadening their activity in Taylor County and allow us to forward all calls to them, like in a CIC situation. However, they have indicated that they would charge for that added service and they have not told us what that charge would be.

D. Hinkle further explained the reimbursement system during a declared Presidential disaster, that being FEMA reimburses 75%, the state 12.5% and the county is responsible for the remaining 12.5% costs during a disaster. The benefit of utilizing volunteers is there is no cost to pay volunteers and the county is allowed to use all of the volunteer hours as a \$ credit towards our reimbursement.

G. Hamby offered to also reach out to Volunteer Florida, her organization United Way, Big Bend 211 and the Second Harvest Food Bank. She advised that she knows individuals with all these and other organizations and she would seek help and/or guidance in assisting with expanding Emergency Management's volunteer efforts.

She went on to say that the local United Way Steering Council is meeting in January and asked if we would want to come and speak at the meeting about our need for volunteers during a disaster. She also asked if we could possibly generate a list of potential volunteer needs in the county during a disaster.

D. Hinkel indicated that we would absolutely want to attend the United Way meeting in January. He went on to outline the potential volunteer work for Taylor County during a disaster.

- A Community Emergency Response Team (CERT) to respond and aid in property damage assessment. There would need to be a Volunteer Coordinator who would aid in organizing and leading the CERT. Emergency Management could furnish all training and equipping of the CERT.
- Citizen Information Center volunteer call takers during a disaster. EM will need to expand the phone line capability in the EOC and will work with Fairpoint.
- Shelter operators during a disaster, aiding ARC, who will provide all training,

There was further discussion on the possibility of locating a Cold Weather Shelter for homeless, possibly a church. G. Hamby explained that there are churches that have funds set aside to aid with stranded individuals. She said that the costs and time of opening a church for cold shelter has been prohibitive. The meeting moved on to other agenda items and D. Hinkel stated that EM is currently working on our Flood Plan Annex. We are also in the process of presenting an RFQ for a TTX Flood in March, a requirement in the new CRS standards.

D. Hinkel advised that Donaldson Road Bridge in the Shady Grove area is now on the FDOT rebuild project list.

LONG TERM RECOVERY

ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is tentatively set for Thursday, February 27, 2014, 2 PM (EOC)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Work to aid G. Hamby in developing the volunteer coordinator and promote volunteer outreach
- Continue with establishing a Citizens Information Center in the EOC
- Draft Flood Response Annex to CEMP
- Review CRS standards to see how EM and the workgroup can assist the Building and Planning Department
- Work with Engineering to add storm water and drainage projects to LMS project list

Dustin Hinkel

From: Stephen Spradley
Sent: Wednesday, December 04, 2013 11:57 AM
To: Abby Tharpe; Andy McLeod; Bill Roberts (ki4rjl@yahoo.com); bob brown; Bowden, Donald (Perry, FL); Brent Burford; Bruce Ratliff; Capt. Richard L. Johnson (rjohnson@taylorcountysheriff.fl.org); Carl McAfee; Carrie Smith; Christie_Mathison@doh.state.fl.us; Clay Olson; Dan Anderson (dan.anderson@taylor.k12.fl.us); Dan Simmons; Danny Griner; Drucilla Sands (drucilla.sands@gapac.com); Dwayne Mundy; Ed Ward; Gary Wambolt; Glenda Hamby; Harper Gibson; Jack Brown; Jack Smith (Jack.Smith@freshfromflorida.com); Jami Boothby; jamie.cruse@perrypolice.net; Kenneth Dudley; Kia Hill; Koleta M Huntsinger; Lavonne Taylor (Development Auth); Melody Cox; Mike Aultman; Perry Newspapers; perrywwsuper@fairpoint.net; Robyn Gedeon (robyn.gedeon@gapac.com); taylorchamber@gtcom.net
Cc: McCusker, William (William.McCusker@em.myflorida.com); Denise.imbler@thearpc.com; Dustin Hinkel; Bradshaw, Brian
Subject: LMS/LTR Meeting

Our next LMS/LTR meeting is 1400 hours, December 10, 2013, at the EOC. Hope to see you then.

Steve

Thank you,

Steve Spradley
Emergency Management Coordinator

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

Emergency Operations Center
591 East US Highway 27
Perry, FL 32347
850-838-3575 Phone
850-838-3523 Fax
850-672-1004 Cellular

eoc.coordinator@taylorcountygov.com
<http://www.taylorcountygov.com/em>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

Dustin Hinkel

From: Stephen Spradley
Sent: Tuesday, August 13, 2013 3:52 PM
To: Dustin Hinkel; ed.ward@dot.state.fl.us; tcpabruce@hotmail.com; Jack Brown; DBowden@fairpoint.com; bbrown@cityofperry.net; Danny Griner; Jami Boothby; Kenneth Dudley; Brent Burford; Bill Roberts; dan_simmons@bkitech.com; Gary Wambolt; Melody Cox; Jack Smith; Christopher.brannon2@freshfromflorida.com; Clay Olson; Paula_Anderson@doh.state.fl.us; Dan Anderson; Perry Newspapers; edye_rowell@bkitech.com; Drucilla Sands; Stephen Caruso; Barney Johnson (bjohnson@cityofperry.net); Carl McAfee; Albury, Erin; Andy McLeod; Mike Aultman; Harper Gibson; Jamie Cruse; Chris Folsom (cfolsom@tcsofl.org); Carl McAfee; robyn_gedeon@bkitech.com
Cc: Denise.imbler@theapc.com; Laura.Herbert@em.myflorida.com; McCusker, William (William.McCusker@em.myflorida.com); Bradshaw, Brian
Subject: Taylor County LMS/LTR August 22, 2013
Attachments: LMS-AGENDA ONLY 08-22-13.docx; LMS Minutes 05-23-13.docx; Get Your Mitigation On! Workshop Flyer.pdf

I have attached the past minutes and the agenda for our next Local Mitigation Strategy/Long-Term Recovery Meeting. It is scheduled for August 22, 2013 here at the EOC from 2-3PM.

Hope to see you there.

Steve

From: Stephen Spradley
Sent: Thursday, July 18, 2013 11:07 AM
To: Dustin Hinkel; 'ed.ward@dot.state.fl.us'; 'tcpabruce@hotmail.com'; Jack Brown; 'DBowden@fairpoint.com'; 'bbrown@cityofperry.net'; Danny Griner; Jami Boothby; Kenneth Dudley; Brent Burford; Bill Roberts; 'dan_simmons@bkitech.com'; Gary Wambolt; Melody Cox; 'Jack Smith'; 'Christopher.brannon2@freshfromflorida.com'; Clay Olson; 'Paula_Anderson@doh.state.fl.us'; 'Dan Anderson'; 'Perry Newspapers'; 'edye_rowell@bkitech.com'; 'Drucilla Sands'; 'Stephen Caruso'; Barney Johnson (bjohnson@cityofperry.net); Carl McAfee; 'Albury, Erin'; Andy McLeod
Cc: 'Denise.imbler@theapc.com'; 'Laura.Herbert@em.myflorida.com'; 'McCusker, William (William.McCusker@em.myflorida.com)'; 'Bradshaw, Brian'
Subject: Taylor County LMS/LTR May 23, 2013 Minutes

Please see the attached meeting minutes from our latest LMS/LTR meeting. I'll try and get them out sooner next time.

Our next meeting is scheduled for 1400 hours, August 22, 2013 at the EOC.

Steve

From: Stephen Spradley
Sent: Wednesday, May 22, 2013 2:27 PM
To: Dustin Hinkel; 'ed.ward@dot.state.fl.us'; 'tcpabruce@hotmail.com'; Jack Brown; 'DBowden@fairpoint.com'; 'bbrown@cityofperry.net'; Danny Griner; Jami Boothby; Kenneth Dudley; Brent Burford; Bill Roberts; 'dan_simmons@bkitech.com'; Gary Wambolt; Melody Cox; 'Jack Smith'; 'Christopher.brannon2@freshfromflorida.com'; Clay Olson; 'Paula_Anderson@doh.state.fl.us'; 'Dan Anderson'; 'Perry Newspapers'; 'edye_rowell@bkitech.com'; 'Drucilla Sands'; 'Stephen Caruso'; Barney Johnson (bjohnson@cityofperry.net); Carl McAfee; 'Albury, Erin'; Andy McLeod
Cc: 'Denise.imbler@theapc.com'; 'Laura.Herbert@em.myflorida.com'; 'McCusker, William

(William.McCusker@em.myflorida.com); 'Bradshaw, Brian'

Subject: RE: Taylor County LMS/LTR Meeting May 23, 2013

Please forgive the late reminder about tomorrow's LMS/LTR meeting, 1400 hours here at the EOC. We hope you can find time to attend.

Thanks

Steve

Dustin Hinkel

From: Stephen Spradley
Sent: Wednesday, February 27, 2013 9:34 AM
To: Dustin Hinkel; Stephen Spradley; ed.ward@dot.state.fl.us; tcpabruce@hotmail.com; Jack Brown; DBowden@fairpoint.com; bbrown@cityofperry.net; Danny Griner; Jami Boothby; Kenneth Dudley; Brent Burford; Bill Roberts; dan_simmons@bkitech.com; Gary Wambolt; Melody Cox; Jack Smith; Christopher.brannon2@freshfromflorida.com; Clay Olson; Paula_Anderson@doh.state.fl.us; Dan Anderson; Perry Newspapers; Stephen_Tullos@doh.state.fl.us
Cc: Gibson, Brian; Denise.imbler@thearpc.com; Laura.Herbert@em.myflorida.com; McCusker, William (William.McCusker@em.myflorida.com)
Subject: Taylor County LMS Meeting
Attachments: LMS-AGENDA ONLY 02-28-13.docx

Good Morning,

Please find attached the agenda for tomorrow's LMS Working Group/Long-Term Recovery Planning Meeting. I hope to see you at the EOC, 2PM.

Steve

Thank you,

Steve Spradley
Emergency Management Coordinator

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

Emergency Operations Center
591 East US Highway 27
Perry, FL 32347
850-838-3575 Phone
850-838-3523 Fax
850-672-1004 Cellular

eoc.coordinator@taylorcountygov.com
<http://www.taylorcountygov.com/em>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

Dustin Hinkel

From: Stephen Spradley
Sent: Wednesday, May 22, 2013 2:27 PM
To: Dustin Hinkel; ed.ward@dot.state.fl.us; tcpabruce@hotmail.com; Jack Brown; DBowden@fairpoint.com; bbrown@cityofperry.net; Danny Griner; Jami Boothby; Kenneth Dudley; Brent Burford; Bill Roberts; dan_simmons@bkitech.com; Gary Wambolt; Melody Cox; Jack Smith; Christopher.brannon2@freshfromflorida.com; Clay Olson; Paula_Anderson@doh.state.fl.us; Dan Anderson; Perry Newspapers; edye_rowell@bkitech.com; Drucilla Sands; Stephen Caruso; Barney Johnson (bjohnson@cityofperry.net); Carl McAfee; Albury, Erin; Andy McLeod
Cc: Denise.imbler@theapc.com; Laura.Herbert@em.myflorida.com; McCusker, William (William.McCusker@em.myflorida.com); Bradshaw, Brian
Subject: RE: Taylor County LMS/LTR Meeting May 23, 2013
Attachments: LMS-AGENDA ONLY 05-23-13.docx

Please forgive the late reminder about tomorrow's LMS/LTR meeting, 1400 hours here at the EOC. We hope you can find time to attend.

Thanks

Steve

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve Satisfaction of Repayment Agreement for Earleen Upshaw.



MEETING DATE REQUESTED:

January 6, 2014

Statement of Issue: Board to Approve Satisfaction of Repayment Agreement for Earleen Upshaw. Ms. Upshaw received rehabilitation assistance for her home through the SHIP Program September 17, 2008 in the amount of \$13,724.00. All terms of the Repayment 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: Earleen Upshaw received rehabilitation assistance for her home through the SHIP program September 17, 2008 in the amount of \$13,724.00. 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 **EARLEEN UPSHAW** bearing date the 17th day of September, A. D. 2008, recorded in Official Records Book 645, page 829, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$13,724.00, 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:

106 1/2 Beverly Street, Perry, Florida 32348

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 _____, 201____.

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 _____, 201____.

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:

Board to ratify the County Administrator's signature on the shade hangar space lease agreement at Perry Foley Airport for Paul Calafiore. Mr. Calafiore is renewing his lease.

MEETING DATE REQUESTED:

January 6, 2014

Statement of Issue: Board to ratify the County Administrator's signature on the shade hangar space lease agreement at Perry Foley Airport for Paul Calafiore.

Recommended Action: Board to ratify the County Administrator's signature.

Budgeted Expense: Shade hangar space leases for .05 per square foot. Mr. Calafiore leases 1,540 for his shade hangar for a monthly lease amount of \$77.00. This lease brings in an annual income of \$924.00 to the Airport.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This lease agreement renews Mr. Calafiore's existing lease until December 1, 2014. The terms of the previous lease agreement have not changed. The Lessee has provided Airport staff copies of required insurance documentation.

Attachments: Shade Hangar Lease Agreement for Paul Calafiore.

***Please note Mr. Calafiore also leases t-hanger space at the airport for a second aircraft.**



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Perry-Foley Airport Shade Hangar Lease Agreement

This SHADE HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this 1st day of Dec, 2013 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and Paul Califiore ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. Lease of the Hangar:

Lessor hereby leases to Lessee an area of 1540 square feet for the use of parking and tie down space located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348. The aircraft shade hangar, hereinafter called the "Hangar," erected in this location will be purchased by the Lessee. The Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: Cessna 182 White/Red/Black

Registration No. 1158709 (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

The term of this agreement shall be a one (1) year period, commencing on the 1st day of December, 200, Payable on the 1st day of each month, during the term of this lease. This lease agreement maybe renewed for an additional one (1) year term, said terms to be negotiated.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor (\$0.05 per square foot) Square feet of Hangar 1540 x \$0.05 = 77.00 x .07% tax = \$2.39 per month, payable in advance by the first day of each month. This rate shall be reviewed annually by the Airport Manager, Airport Advisory Committee, and the Taylor County Board of Commissioners. The rental rates shall be re-determined based on the charge in the Consumer Price Index, as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be changed upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Drive, Perry, Florida 32348.

4. **Hangar Relocation:**

In the event there is a need to relocate the Hangar to a different location on the airport ramp, a suitable location will be provided and at least thirty (30) day notification will be given. The subsequent relocation will be paid for by the Lessor which would include the cost of any disassembly, ramp repairs, new site preparation, and re-assembly.

5. **First Right of Refusal:**

In the event the Lessee decides to sell the Hangar, the Lessor will have the right to purchase the hangar at the fair market value. If the parties are unable to agree on fair market value then an independent appraiser shall be appointed to render an opinion of fair market value. If the parties cannot agree on an appraiser, one shall be appointed by the Circuit Court in and for Taylor County, Florida.

6. **Manner of Giving Notice:**

Notice given pursuant to the provisions of the Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person whom the notice is to be given, or mailed postage prepaid addresses to such person. Lessor's address for this purpose is 401 Industrial Drive Perry, Fl. 32348.

7. **Termination:**

This Lease may be terminated if the Lessee does not pay the monthly rent installment or by decision of the Taylor County Board of Commissioners. A written notice shall be given thirty (30) days before termination. If the Lease is terminated for non payment, it is the Lessee's responsibility to remove the Hangar from the Lessor's property.

8. **Obligations of the Lessee:**

- a. **Storage:** The Shade Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Shade Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. **Use of Hangar:** Shade Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein

are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance**, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Shade Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.
2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Regulatory Review:

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

9. Sublease/Assignments:

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

10. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

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

11. Indemnity-Force Majeure:

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

12. Disclaimer of Liability:

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

13. Default:

This Agreement shall be breached if:

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

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

Governing Law:

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

14. Relationship of Parties:

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

15. Appurtenant Privileges:

a. Use of Airport Facilities:

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

b. Maintenance of Airport Facilities:

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

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

16. Nonexclusive Rights:

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

17. Remedies Cumulative:

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

18. Notice:

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

1. If to Lessor Representative, address to:

AIRPORT MANAGER

BILL ROBERTS

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

Paul Cafarella

20137 S Gulf View Dr

Perry, FL 32348

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

19. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar. Any change or modification hereof must be in writing signed by both parties.

20. **Waiver:**

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

21. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

22. **Severability:**

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

23. **Successors Bound:**

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

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

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

Lessor: Taylor County Board of County Commissioners, Florida

By: William Robert Whit

Title: Airport Manager

Lessee: Pat Calafione

By: _____

Title: _____

By: _____
Attested by Annie Mae Murphy Clerk of Court

By: John R. Down
County Administrator or
Chairman of the Board of Commissioners

102

Sheriff



L.E. "BUMMY" WILLIAMS – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347

850-584-4225 • 1-800-800-4740

Dispatch 1-800-669-7123

November 27, 2013

Malcolm Page, Chairman
Board of County Commissioners
Perry, FL 32347

Chairman Page:

On November 4, 2013, Mrs. Feagle signed the Equitable Sharing Agreement for the Taylor County Sheriff's Office and the U.S. Department of Justice. However, it was brought to our attention that the Beginning Equitable Sharing Fund Balance was incorrect and should have been placed in the Federal Sharing Funds Received. Due to this error, the U.S. Department of Justice is requiring that an amended form be completed, signed and resubmitted.

This agreement/application is necessary when working with other federal agencies in the disbursement of funds from seized and forfeited properties. Please consider this a request for your signature, as the Chairman of the Governing Body Head.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "L.E. Bummy Williams".

L.E. "Bummy" Williams, Sheriff

Taylor County, FL

Affidavit - Amended Form

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ☐ Yes ☒ No

If you answered yes to the above question, complete Table I

Agency Head

Signature: _____
 Name: L.E. "Bummy" Williams
 Title: Sheriff
 Date: _____
 E-mail: bummy@tcsofl.org

Governing Body Head

Signature: _____
 Name: Malcolm Page
 Title: Chairman, BOCC
 Date: _____
 E-mail: mpage@taylorcountygov.com

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

dwelch@taylorcountysheriff.fl.org

Final Instructions:

- Step 1: Click to save for your records
 Step 2: Click to save in XML format

- Step 3: Email the XML file to aca.submit@usdoj.gov
 Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
 (Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

☐ FY End: 09/30/2013

☐ NCIC: FL0620000

☒ State: FL

Date Printed: January 02, 2014 13:38

Agency: Taylor County Sheriff's Office

Preparer: Dannielle Welch

Phone: 850-584-4225

E-mail: dwelch@taylorcountysheriff.fl.org





Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- ☐ Police Department ☒ Sheriff's Office ☐ Task Force (Complete Table A)
☐ Prosecutor's Office ☐ National Guard Counterdrug Unit ☐ Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Taylor County Sheriff's Office

NCIC/ORI/Tracking Number: F L 0 6 2 0 0 0 0

Mailing Address: 108 N. Jefferson St., Ste. 103

City: Perry **State:** FL **Zip:** 32347

Finance Contact: First: Dannielle Last: Welch

Phone: 850-584-4225 E-mail: dwelch@taylorcountysheriff.fl.org

Preparer: First: Dannielle Last: Welch

☒ Same as Finance Contact Phone: 850-584-4225 E-mail: dwelch@taylorcountysheriff.fl.org

Independent Public Accountant: E-mail: admin@powellandjonescpa.com

Last FY End Date: 09/30/2013 **Agency Current FY Budget:** \$5,886,883.00

- ☐ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
☐ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
☒ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$41,525.17	
2	Federal Sharing Funds Received	\$56,666.68	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing <input type="radio"/>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$98,191.85	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$98,191.85	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$0.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number										
<input type="text"/>	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds										
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>										
NCIC/ORI/Tracking Number: <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>												

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds										
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>										
NCIC/ORI/Tracking Number: <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>												

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN
EQUITABLE SHARING AGREEMENT BETWEEN THE
TAYLOR COUNTY SHERIFF'S OFFICE AND THE
DEPARTMENT OF JUSTICE, AS AGENDAED BY DANIELLE
WELCH, TAYLOR COUNTY SHERIFF'S OFFICE

MEETING DATE REQUESTED:

JANUARY 6, 2014

Statement of Issue: THE BOARD TO REVIEW AN EQUITABLE SHARING
AGREEMENT

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: YES

Submitted By: DANIELLE WELCH, COUNTY SHERIFF'S OFFICE

Contact: 584-4225

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD ANNUALLY REVIEWS THE EQUITABLE
SHARING AGREEMENT BETWEEN THE SHERIFF AND THE DEPARTMENT OF
JUSTICE. THE AGREEMENT IS REQUIRED TO FACILITATE THE SHARING OF
FUNDS.

Options: APPROVE/NOT APPROVE

Attachments: SHARING AGREEMENT

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve a resolution authorizing the Chairman to be the signature authority and make grant application to the Florida Department of Economic Development Small Cities Community Development Block Grant Program (CDBG) requesting funding to be used to rehabilitate very low, low, and moderate income homes of qualified applicants. The resolution is required for the grant application.

MEETING DATE REQUESTED:

January 6, 2014

Statement of Issue: Board to review and approve resolution of signature authority for the upcoming CDBG grant application submission.

Recommended Action: Approval of resolution authorizing the Chairman to sign the documents which will be required for the 2013-2014 CDBG grant application.

Fiscal Impact: The County will be requesting funding assistance in the amount of \$750,000. The County will be providing a match of \$125,000 which has been set aside with SHIP housing funds. These are state funds and can be used for a match for CDBG funds which are federal funds. No additional match will be required from the County.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is in the process of submitting grant application to the Florida Department of Economic Opportunity, Community Development Block Grant Program requesting funding for housing rehabilitation for very low, low, and moderate income homeowners. The resolution is a requirement for the grant submission.

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS TO MAKE APPLICATION TO THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY, SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT, FFY 2013; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Taylor County is experiencing a need for physical improvements in one or more neighborhoods; and

WHEREAS, Taylor County is experiencing a need for economic improvement and sustainability; and

WHEREAS, it is the desire of the Taylor County Board of County Commissioners that local residents be assisted in creating an improved living and working environment in these areas.

NOW THEREFORE BE IT RESOLVED THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, PERRY, FLORIDA authorizes the CHAIRMAN, COUNTY CHIEF ADMINISTRATOR or COUNTY GRANT COORDINATOR to act in connection with the grant and is authorized to sign correspondence and documents on behalf of the County;

SECTION 1. That the Small Cities Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements to benefit the low-to-moderate income residents indicated in the FY 2013 CDBG application.

SECTION 2. The Taylor County Board of County Commissioners hereby directs the Chairman to sign all necessary certifications of the CDBG application.

SECTION 3. The Taylor County Board of County Commissioners directs the Chairman to execute and submit the CDBG application to the State of Florida, Department of Economic Opportunity for approval and in their absence directs the Vice Chairman to execute the application and all subsequent documents.

SECTION 4. That the County Chief Administrator or the Vice Chairman in his/her absence, is authorized and directed to submit additional information in a timely manner as may be required by the State of Florida, Department of Economic Opportunity.

SECTION 5. The proposed CDBG application is consistent with the local comprehensive plan.

SECTION 6. This resolution shall take effect immediately upon its passage.

DULY ADOPTED in regular session this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY

ATTEST:

Malcolm Page, Chairman

Signature
Annie Mae Murphy
Clerk of Courts

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF
MAINTENANCE AND SUPPORT AGREEMENT WITH
DATAWORKS PLUS FOR RAPID ID SOFTWARE AND
HARDWARE AT THE COUNTY JAIL

MEETING DATE REQUESTED:

JANUARY 6, 2014

Statement of Issue: THE BOARD TO REVIEW A SERVICE AGREEMENT

Recommended Action: APPROVE

Fiscal Impact: \$3,347.76

Budgeted Expense: YES

Submitted By: JACK BROWN, COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FDLE HAS SUPPLIED THE COUNTY JAIL WITH EQUIPMENT AND SOFTWARE FOR THE RAPID ID FINGERPRINT SYSTEM. THE MAINTENANCE AND SUPPORT SERVICES ARE THE RESPONSIBILITY OF THE COUNTY. THE VENDOR IS SOLE PROVIDER OF SUPPORT TO ITS PRODUCT.

Options: APPROVE/NOT APPROVE

Attachments: SUPPORT AGREEMENT

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

MAINTENANCE AND SUPPORT AGREEMENT

AGENCY: Taylor County Sheriff's Office
589 E US HWY 27
Perry, FL 32347

Term Effective Start: 1/1/14 End: 12/31/14

PAYMENT TERMS: NET 30

CONTRACT OPTIONS

- ☐ SOFTWARE AND HARDWARE, 24X7 ☐ SOFTWARE AND HARDWARE, 8X5
☐ DECLINE MAINTENANCE – SEE TIME AND MATERIALS INFORMATION SHEET

PAYMENT TERMS: NET 30

STANDARD SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$1,545.12)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates During Normal Business Hours
- Remote Dial-in Analysis
- Standard Shipping for Defective HARDWARE with Remote Installation Assistance

24X7 SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$1,802.64)

- 24X7 Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates During Normal Business Hours
- Remote Dial-in Analysis
- Standard Shipping for Defective HARDWARE with Remote Installation Assistance

Hardware purchased from DWP Job Number 11-202:

- One (1) Cogent CSD-450 Scanner
 - Serial Number: 10001300
- One (1) Datamax E4305 2D Bar Code Printer
 - Serial Number: 13383003
- One (1) Dell Optiplex 380 Mini-Tower
 - Serial Number: 9RZGZQ1
 - Intel Core 2 Duo E7500
 - 250GB 7200rpm hard drive
- One (1) 20" Monitor
 - Serial Number: CNOYR64P74445162AMAL

Hardware purchased from DWP Job Number 11-307:

- Four (4) Cogent Bluecheck2 Upek Scanners
 - Serial Numbers: BC2u50089, BC2u50353, BC2u50429, BC2u50325

Software:

FALCON Rapid ID Edge Device Software
Fingerprint Segmentation Software
FDLE Certified Datamax E4305 2D DNA Bar Code Printer Software
Microsoft SQL Database License 1 CAL



1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The **Taylor County Sheriff's Office** can contact Technical Support using either of the following options:
 - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: ***support@dataworksplus.com***
 - Customers can also generate web-based support tickets by visiting:
www.dataworksplus.com/support.
- 1.2 The **Taylor County Sheriff's Office** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Taylor County Sheriff's Office** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Taylor County Sheriff's Office** can request a ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - DATAWORKS PLUS will contact the **Taylor County Sheriff's Office** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the **Taylor County Sheriff's Office**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Taylor County Sheriff's Office**.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Taylor County Sheriff's Office**, provide all enhancements, additions and updates to the SOFTWARE. The **Taylor County Sheriff's Office** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
 - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Taylor County Sheriff's Office's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. TAYLOR COUNTY SHERIFF'S OFFICE'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates. The **Taylor County Sheriff's Office** will be responsible for any damage or failure caused by a



computer virus. In the event that a system becomes infected and the ***Taylor County Sheriff's Office*** requires assistance, DATAWORKS PLUS will assist the ***Taylor County Sheriff's Office*** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

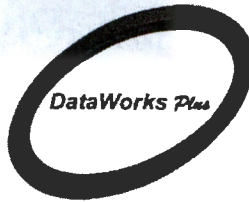
- 4.2 However, the ***Taylor County Sheriff's Office*** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the ***Taylor County Sheriff's Office***.
- 4.3 The ***Taylor County Sheriff's Office*** is responsible for providing a backup solution and ensuring that backups are being conducted. The ***Taylor County Sheriff's Office*** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)

- 5.1 DATAWORKS PLUS will, at no additional expense to the ***Taylor County Sheriff's Office***, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the ***Taylor County Sheriff's Office***.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the ***Taylor County Sheriff's Office***, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the ***Taylor County Sheriff's Office*** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

Note: Due to the registration processes for MC75 devices, DATAWORKS PLUS will ship the defective device to our headquarters at no expense to the ***Taylor County Sheriff's Office***. DATAWORKS PLUS will repair the MC75 device and ship the original device back to the ***Taylor County Sheriff's Office***.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

- 5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **Taylor County Sheriff's Office**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

6. CONNECTIVITY:

- 6.1 DATAWORKS PLUS will provide upon request, at no additional expense to the **Taylor County Sheriff's Office**, one USB modem, modem SOFTWARE, and remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Taylor County Sheriff's Office** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Taylor County Sheriff's Office**. Quotes for training can be obtained by contacting Deanna Allen, Director of Technical Support, at 866 632 2780 x 6731.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

- 8.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

BILLABLE RATES

(Outside the scope of a current Maintenance and Support Agreement)

8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

9. CONTRACT CANCELLATION:

- 9.1 The **Taylor County Sheriff's Office** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the **Taylor County Sheriff's Office** at a pro-rated amount.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

****See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Non-Maintenance Time and Materials Rates.**

If Taylor County Sheriff's Office requires the CJIS security addendum documentation for our support staff, please contact Lisa Cole and this will be sent at the earliest.

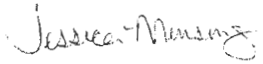
DATAWORKS PLUS

Taylor County Sheriff's Office

Federal ID: 57-1104887

Name: Jessica Mensing

Name: _____

Signature: 

Signature: _____

Signature: _____

Title: _____

Date: August 27, 2013

Date: _____

Invoice: TBD

PO #: _____

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2786 (P)
864.672.2787 (F)

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
 - DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
 - Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
 - Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
 - Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

ADDENDUM B

DATAWORKS PLUS Non-Customer Time and Materials Information Sheet

DATAWORKS PLUS regrets that your Agency will no longer continue with a standard maintenance contract and hope to work with you as a regular maintenance customer in the future. To assist you during this time, please review the following "Time and Materials" procedures listed below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3. The rate for T&M customers is as follows:

BILLABLE RATES (Without a Maintenance and Support Agreement)

8 a.m. – 5 p.m. (M-F, local time)	\$225 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$450 per hour, 2 hours minimum charge

- DATAWORKS PLUS will open a ticket for your Agency but will need a purchase order from your Agency before proceeding. Typically, this purchase order will be for the two-hour minimum listed above.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

It is our desire to assist agencies in a timely fashion and to the satisfaction of those agencies. Please sign and return this letter along with your PO as acknowledgement to this agreement.

Agency Name: _____

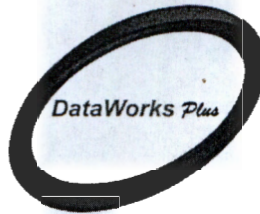
Name: _____

Signature: _____

Title: _____

Date: _____

PO#: _____



DataWorks Plus, LLC.
1168 N. Pleasantburg Dr.
Greenville, SC 29607
864.672.2780
864.672.2787 (fax)

November 26, 2013

Taylor County Sheriff's Office
589 E US HWY 27
Perry, FL 32347

RE: Sole Source Justification

To Whom It May Concern:

DataWorks Plus LLC is the sole source provider of the RapidID System which uses proprietary application codes, firmware and software for the RapidID System. DataWorks Plus has been contracted for ongoing support to cover hardware and software of the RapidID System.

Sincerely,

Lisa Cole
Office Manager
P: 864-672-6725
F: 864-672-2787
Toll Free: 866-632-2780
www.DataWorksPlus.com
lc@dataworksplus.com

FDLE supplied equipment