

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, DECEMBER 16, 2014  
6:00 P.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD HAVING PREVIOUSLY RECEIVED PHASE 1 QUALIFICATION PACKAGES FOR THE FOREST CAPITAL HALL RENOVATION PROJECT, AND HERETOFORE ESTABLISHED TO RECEIVE PHASE 2 PRICE PROPOSALS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE INPUT ON THE ADOPTION OF A RESOLUTION DESIGNATING THE U.S. HIGHWAY 221 BRIDGE, OVER THE ECONFINA RIVER IN SHADY GROVE, IN MEMORY OF US ARMY PFC, JOEY MOODY.

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

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF NOVEMBER 3 AND 17, 2014.  
(COPIES PROVIDED BY E-MAIL)
7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND, THE GENERAL FUND, THE TOURIST DEVELOPMENT TRUST FUND (2-CENT) AND THE MSTU FUND, AS SUBMITTED BY COUNTY FINANCE.
9. THE BOARD TO CONSIDER THE RELEASE OF FY 14/15 BUDGETED FUNDS, IN THE AMOUNT OF \$52,900, AND EXECUTION OF MEMORANDUM OF AGREEMENT FOR SAID FY, AS REQUESTED BY APALACHEE CENTER, INC. (ACI).
10. THE BOARD TO CONSIDER RATIFICATION OF THE CHAIR'S SIGNATURE ON THE EQUITABLE SHARING AGREEMENT FOR THE TAYLOR COUNTY SHERIFF'S OFFICE AND THE U.S. DEPARTMENT OF JUSTICE AS AGENDAED BY L.E. "BUMMY" WILLIAMS, SHERIFF.
11. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 2014-2017 RIVER LIGHTS MAINTENANCE CONTRACT, AS AGENDAED BY GEOFF WALLAT, UF/IFAS MARINE EXTENSION AGENT.
12. THE BOARD TO CONSIDER RATIFICATION OF THE CHAIR'S SIGNATURE ON THE CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD FOR THE 2014-2015 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
13. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 2021 FLORIDA DEPARTMENT OF TRANSPORTATION, (FDOT), TRANSPORTATION ALTERNATIVES PROGRAM APPLICATION FOR PHASE II OF THE OLD DIXIE HIGHWAY SIDEWALK PROJECT, AS AGENDAED BY THE GRANTS DIRECTOR.

14. THE BOARD TO CONSIDER RATIFICATION OF THE CHAIR'S SIGNATURE ON CORRESPONDENCE TO THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, IN SUPPORT OF ITS REGIONAL RURAL DEVELOPMENT GRANT APPLICATION BEING SUBMITTED TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER ADOPTING, BY RESOLUTION, A NEW FEE SCHEDULE FOR THE TAYLOR COUNTY HEALTH DEPARTMENT, AS AGENDAED BY PADRAIC JUAREZ, COUNTY HEALTH DEPARTMENT DIRECTOR/ADMINISTRATOR.
16. THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACT FOR THE 2014 U.S. HOMELAND SECURITY GRANT PROGRAM FOR THE PERIOD FROM DATE OF EXECUTION UNTIL DECEMBER 31, 2015, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
17. THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACT FOR THE CITIZENS CORP/CERT PROGRAM SUBGRANT FOR THE PERIOD FROM DATE OF EXECUTION UNTIL SEPTEMBER 30, 2015 AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
18. THE BOARD TO CONSIDER DISPOSITION OF ASSETS, AS AGENDAED BY GARY KNOWLES, D.C.

PUBLIC REQUESTS:

19. THE BOARD TO HEAR AND CONSIDER ACTION ON A REQUEST BY PROPERTY OWNERS, FOR THE BOARD TO ACCEPT THE DEED(S) CONVEYING JACKSON ROAD WEST TO THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, AS AGENDAED BY MICHAEL S. SMITH, ATTORNEY FOR THE PROPERTY OWNERS.
20. THE BOARD TO DISCUSS THE REMOVAL AND PLACEMENT OF A CATTLE GAP ON JOSH EZELL ROAD, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

HOSPITAL ITEMS:

21. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A SOLICITATION DOCUMENT FOR DIGITAL RADIOLOGY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL (DMH), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

22. SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO PRESENT YEAR END FINANCIALS AND DISCUSS A REQUEST FOR RELEASE OF APPROPRIATED FUNDS.
23. THE BOARD TO CONSIDER APPROVAL OF A LETTER OF SUPPORT FOR THE RURAL SCIENCE, TECHNOLOGY, ENGINEERING, MATHEMATICS (STEM) LEARNS PROGRAM TARGETING RURAL MIDDLE AND HIGH SCHOOL STUDENTS, AS REQUESTED BY JEFFREY HENDRY, EXECUTIVE DIRECTOR, NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, AND PRESENTED BY SCOTT FREDERICK, TCDA.
24. THE BOARD TO CONSIDER UPDATING THE FLORIDA ENTERPRISE ZONE PROGRAM SIGNATURE AUTHORIZATION FORM, AS AGENDAED BY SCOTT FREDERICK, TCDA.
25. THE BOARD TO CONSIDER APPOINTING TWO (2) MEMBERS TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD, AS AGENDAED BY SCOTT FREDERICK, TCDA.
26. JACK SMITH, FOREST AREA SUPERVISOR, FLORIDA FOREST SERVICE, TO APPEAR TO PRESENT THE MAJOR 2013/2014 FISCAL YEAR FORESTRY ACTIVITIES IN TAYLOR COUNTY.

COUNTY STAFF ITEMS:

27. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE TAYLOR COUNTY 4-H FOUNDATION AUDIT FOR THE 2013-2014 FISCAL YEAR, AND A REQUEST FOR RELEASE OF FIRST QUARTER FUNDS, AS AGENDAED BY CLAY OLSON, COUNTY EXTENSION AGENT.
28. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF GRANT AWARD AGREEMENT AND RESTRICTIVE COVENANT WITH THE FLORIDA DEPARTMENT OF STATE, CULTURAL FACILITIES PROGRAM, FOR FUNDING ASSISTANCE IN THE AMOUNT OF \$215,550, FOR THE RENOVATION OF FOREST CAPITAL HALL, AS AGENDAED BY THE GRANTS DIRECTOR.

29. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FFY 2013 FEDERALLY-FUNDED SUBGRANT AGREEMENT AND ASSOCIATED DOCUMENTS, AS AGENDAED BY THE GRANTS DIRECTOR.
30. THE BOARD TO APPROVE TWO (2) GRANT AWARDS FOR ARTIFICIAL REEFS FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FFWC), DIVISION OF MARINE FISHERIES MANAGEMENT, AS AGENDAED BY THE MARINE EXTENSION AGENT.

GENERAL BUSINESS:

31. THE BOARD TO DISCUSS AND CONSIDER CHANGES TO ITS' MEETING AND HOLIDAY CALENDAR.
32. THE BOARD TO ADD TOWER ROAD TO ITS' MAJOR PROJECTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

33. THE BOARD TO CONSIDER APPROVAL OF THE COUNTY ADMINISTRATOR RECOMMENDATION TO FILL THE POSITION OF FIRE CHIEF.
34. THE BOARD TO CONSIDER APPROVAL OF A LETTER REQUESTING THE REMOVAL OF THE COUNTY'S INCARCERATED POPULATION FROM CONSIDERATION IN THE ESTABLISHMENT OF THE COUNTY'S PORTION OF REQUIRED FUNDING FOR THE HEALTHCARE RESPONSIBILITY ACT.
35. THE BOARD TO DISCUSS PAID EQUITY DAYS POLICY 4.04.
36. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

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

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, 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.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO HEAR PUBLIC COMMENT REGARDING A PROPOSED RESOLUTION IN SUPPORT OF DESIGNATING THE US HIGHWAY 221 BRIDGE OVER THE ECONFINA RIVER IN SHADY GROVE IN MEMORY OF US ARMY PRIVATE FIRST CLASS JOEY MOODY AS ORIGINALLY PRESENTED BY AULEY ROWELL

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:**

**AULEY ROWELL PRESENTED THIS REQUEST TO THE BOARD ON NOVEMBER 17, 2014. THE BOARD AGREED TO ADVERTISE AND HOLD A PUBLIC HEARING BEFORE VOTING.**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**AULEY ROWELL**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **RESOLUTION**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, IN SUPPORT OF DESIGNATING THE US HIGHWAY 221 BRIDGE OVER THE ECONFINA RIVER IN SHADY GROVE IN MEMORY OF UNITED STATES ARMY PRIVATE FIRST CLASS JOEY MOODY; REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGNATE THE US HIGHWAY 221 BRIDGE OVER THE ECONFINA RIVER IN SHADY GROVE AS THE PFC JOEY MOODY MEMORIAL BRIDGE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

## **RECITALS**

Whereas, Private First Class Joey Moody, having been drafted into the United States Army during his second year at the University of Florida, served his country bravely in the 999 Field Artillery Battalion in Korea; and

Whereas, on June 21, 1952, PFC Joey Moody was one of three men sent into enemy fire to repair a communication line that was crucial to the allies' efforts to direct artillery fire on the enemy; and

Whereas, during the mission, PFC Joey Moody lost his life when a mortar round exploded and was posthumously awarded the National Defense Medal, Korean Combat Medal, Korean Battle Medal, and the Purple Heart; and

Whereas, Joey Moody grew up in Shady Grove on the Econfina River and attended Shady Grove Grammar School and graduated from Taylor County High School before attending the University of Florida; and

Whereas, the Board of County Commissioners of Taylor County desires to recognize and honor Private First Class Joey Moody's memory by having the US Highway 221 Bridge over the Econfina River in Shady Grove dedicated in his memory;

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

1. The Board hereby expresses its support in designating the US Highway 221 Bridge over the Econfina River in Shady Grove in Taylor County, Florida, to be known as the PFC JOEY MOODY MEMORIAL BRIDGE.
2. The Board requests that the Florida Department of Transportation (FDOT) perform the designation of the US Highway 221 Bridge over the Econfina River in Shady Grove in honor of PFC Joey Moody, and that FDOT place and maintain appropriate markers.

3. The clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners is hereby directed to provide a copy of this Resolution to Taylor County's Legislative Delegation and the Florida Department of Transportation.

**PASSED AND DULY ADOPTED THIS 16th DAY OF DECEMBER, 2014**

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY

---

Patricia "Pat" Patterson, Chair

ATTEST:  
Annie Mae Murphy, Clerk of Courts

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Annie Mae Murphy, Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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Conrad Bishop, Jr., County Attorney

**RESOLUTION**

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **TOURIST DEVELOPMENT TRUST FUND (2-cent** bed tax) for the fiscal period ending September 30, 2015, to be in excess of the advertised budget.

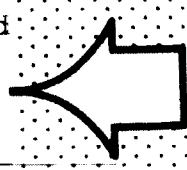
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **TOURIST DEVELOPMENT TRUST FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$5,000	626-3669012	Donations
\$5,000	1303-53401	Tourism Development- Contractual Services

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(This represents a donation received from Duke Energy for Tourism Development, as applied for by the TDC. Specified use is for the Blue Grass and Blues & BBQ Festivals.)



Check No. 1101

10/20/2014

TAYLOR COUNTY BOARD OF COUNTY  
PO BOX 892  
PERRY, FL 32348

Need documentation  
attached  
8/8  
12/10/14

Dear Community Partner,

It's an honor to be a part of the many programs and organizations that make our community such a vibrant place to live and work. At Duke Energy, we know that the investment we make today can make a difference for years to come. We are proud to inform you that your organization has been awarded a grant from The Duke Energy Foundation.

Enclosed please find a check in the amount of \$5000. This is a restricted contribution for purposes outlined in your grant application (Request ID: 16541261). Any funds not used or committed for the specified purpose of the grant or not used or committed within any time limit specified in the grant request must be returned to the Foundation. The Duke Energy Foundation or Duke Energy may not receive goods or services in exchange for this funding.

Duke Energy recognizes that the organization may like to promote the grant. The following link has been provided for your convenience to assist in obtaining the Duke Energy logo:

[www.duke-energy.com/LogoRequest](http://www.duke-energy.com/LogoRequest)

We wish you much success in the execution of the project you will be supporting through this grant.

Sincerely,

*R. T. Wilkins*

President, Duke Energy Foundation

*Lawrence  
Donation*



The Duke Energy Foundation  
P.O. Box 1007  
Charlotte, NC 28202

Wells Fargo, N.A.  
67-776-532

11-24  
1210

1101

VOID AFTER 180 DAYS

Date: 10/20/2014

Amount: \$5,000.00

PAY FIVE THOUSAND AND XX/100 DOLLARS

TO THE ORDER OF TAYLOR COUNTY BOARD OF COUNTY

*Kris C. Bueger*

AUTHORIZED SIGNATURE

⑈00001101⑈ ⑆121000248⑆ 4055591713⑈

**Board of Commission  
General Fund  
P.O. Box 620  
Perry, FL 32368**

DATE \_\_\_\_\_

RECORDS MAY NOT BE AVAILABLE FOR IMMEDIATE ATTENTION.

**ENDORSE & LIST CHECKS SEPARATELY  
OR ATTACH LIST**

CURRENCY	DOLLARS	CENTS
COIN		
TOTAL CASH		
CHECKS		
1	5000	00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
TOTAL FROM ATTACHED LIST	5000	00

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

**CSB**  
CITIZENS STATE BANK

TOTAL  
ITEMS

66

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1148847007 1053020511

**TOURISM DEVELOPMENT COUNCIL  
BUDGET 2014-2015**

	CURRENT BUDGET	AMENDMENT	NEW BUDGET
<b>Tourist Administration 1301</b>			
53401 Contractual Services			
Chamber of Commerce	\$ 50,000.00		
54000 Travel & Per Diem	\$ 1,500.00		
<b>Total Tourist Administration 1301</b>	<b>\$ 51,500.00</b>		
<b>Tourist Development 1303</b>			
53101 Professional Services			
Marketing & Advertising Agency	\$ -		
53401 Contractual Services (TOC)			
Brochures	\$ 1,000.00		
FAM & Bus Tours	\$ 5,000.00		
Grant Match - FLA USA	\$ 2,500.00		
Mowing & Sign Maintenance	\$ 300.00		
New Events	\$ 3,000.00		
National Gym Meets	\$ 2,000.00		
Taylor County Reef Association	\$ 2,000.00		
Steinhatchee Projects Board Events	\$ 2,000.00		
Steinhatchee Event	\$ 3,000.00		
Fall Trout Tournament-TDC	\$ 2,500.00		
Fall Festival - Bluegrass	\$ 5,000.00		
Special Event Expenses	\$ 4,000.00		
Blue Grass Festival	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00
Optimist Club Fishing Tournament	\$ 2,000.00		
Blues & BBQ Competition	\$ 12,000.00	\$ 2,500.00	\$ 14,500.00
53406 Marketing & Entertainment	\$ 7,500.00		
54902 Legal Advertising	\$ -		
55401 Books/Pub/Mem/Training			
Original Florida Membership	\$ 4,000.00		
Registration Fee's	\$ 2,000.00		
<b>Total Tourist Development 1303</b>	<b>\$ 69,800.00</b>		
<b>Tourist Promotion 1302</b>			
53401 Contractual Services			
Billboard Advertising	\$ 1,500.00		
Florida Forest Festival	\$ 5,000.00		
Welcome Station Advertising	\$ 500.00		
53406 Marketing/Entertainment	\$ 7,500.00		
54300 Utility Services			
Electricity - Park	\$ 2,000.00		
55401 Books/Pub/Mem/Training			
Visit Florida	\$ 900.00		
<b>Total Tourist Promotion 1302</b>	<b>\$ 17,400.00</b>		
<b>TOTAL FISCAL YEAR BUDGET TDC</b>	<b>\$ 138,700.00</b>	<b>\$ 5,000.00</b>	<b>\$ 143,700.00</b>

*Total  
amendment  
12-16-14*

1303-5340  
1303-5340

## Review Your Application

Your application will be reviewed for alignment with Duke Energy investment priorities and the Duke Energy Foundation funding guidelines. You may be contacted for additional information about your proposal. If funding is received, applicant agrees to comply with all requirements set forth by the Duke Energy Foundation, including an audit to verify funds were used as authorized. Applicant acknowledges that failure to comply will result in forfeiture of grant award. Thank you.

## Contact Information

\*First Name Dawn

\*Last Name Taylor

\*Contact Title Director

\*Address PO Box 892

\*City Perry

\*Zip 32348

\*State Florida

\*E-mail Address taylorchamber@fairpoint.net

\*Telephone 850-584-5366

\*Contact Type Program Lead

## Organization Information

\*Legal Name Taylor County Board of County

\*Address PO Box 892

\*City Perry

\*Zip 32348

\*State Florida

\*President/Executive Director Dawn Taylor

## Organization Detail

Website Address [www.taylorflorida.com](http://www.taylorflorida.com)

Organization Facebook [www.facebook/TaylorCountyTourism](http://www.facebook/TaylorCountyTourism)

Organization Twitter

Please enter the year the Organization was established 01/15/1955

\*Previous Funding No

**\*Area Served - County** Taylor County, Florida (Serves Perry, Keaton Beach, Steinhatchee, Shady Grove)

**\*Area Served-State** Florida

## Program Information

**\*Program Title** Special Events Program

**\*Investment Priority Category** ED Marketing

**\*Investment Priority Sub-Category** ED Marketing  
Local Community

**\*Total Program Budget Amount** \$60,000.00

**\*Requested Funding** \$5,000.00

**\*Funding To Serve Per Person** N/A

**Grant Summary** The Taylor County Tourism Development/Taylor County Board holds three major events that are known nationally and create a significant economic impact on our area each year. The funding will be used to support these events in the areas of marketing, promotions and the continued development of these events. Your support will enable us to better promote outside the county and regionally to bring more visitors to our area. This will allow our organization to showcase our community to those wishing to visit at other times of the year also. The Taylor County Tourism Office has increased tourism in our area by 20% through our efforts which include maintaining a strong national presence through these events. This funding will also allow us to have more visibility at trade shows and travel shows to promote our area's events.

**\*Project Start Date** 09/25/2014

**\*Project End Date** 06/18/2015

## Supporting Documentation

## Demographics

**\*Which county does your grant primarily serve?** —Taylor, FL

**\*How many people are served by this program?** 30000

**\*Description of how number is calculated** This is the population of Taylor County as well as those that attend. All of our local businesses and the county/community as a whole benefit from these special events. For children, there are educational segments at these events, cultural opportunities for our local residents as well as family friendly events for the community to enjoy and participate in. There are the thousands of visitors to the events that attend and enjoy the festivities. The

economic impact from these events last year are well over 2,000,000 dollars generated for our County.

### Measurement

**\*Please list and describe the major outcome(s) that will be achieved by this program**

More visitors to our County, visitors that spend money.  
Increased Bed Tax Revenue.

With increased bed tax revenue, this allows us more marketing and development funding.

More visitors helps create more tourism jobs in our County. More jobs help keep the unemployment rate down in an economically depressed area. These events continue to grow each year and with this funding we can continue to grow them and have more of an impact on our County.

**\*How will the outcome(s) of this program be monitored and measured?**

Through bed tax revenue, gas sales, retail sales, ticket sales, event registrations and entries and restaurant revenue. We have a group from the University of Florida that will help us with economic impact studies.

### Donor Recognition

**\*Donor Recognition Plan**

At all our special events there will be Duke Energy banners on the main stage and throughout the park in many high traffic areas. Logo will be on all of our events websites and our Taylor County Tourism site. Logo will be displayed on all flyers and posters printed for the event (historically we print over 1000 posters and 10,000 flyers. Duke Energy logo printed on all the shirts for all the events. Duke Energy will be recognized as a major contributor by being on the front page of all the event programs printed (5000+). Newspaper advertising, mentioned in all radio advertising (we advertise on 6 different stations in this region), Television advertising (4 different stations in this region). During the events, our emcee will announce and recognize Duke Energy throughout the entire days activities at all the events. Free booth space is provided to Duke Energy to promote their company if they would like to send their community relations director to attend. Ads are placed in the local newspaper in a special event edition printed for each special event. Our office has always gone to great lengths to recognize those that support our events. Also tickets and special passes are provided to those with Duke Energy to attend and be recognized.

Submit

Save Only

Need Support?

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2015, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2015.

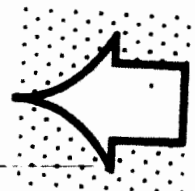
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$404,534	003-3344122	FDOT Grant- Airport
		Design Aircraft Storage Hangar
\$ 10,910	003-3899011	Cash Brought Forward
<u>\$415,444</u>	Total	
Expenditures:		
\$404,534	0542- 56300	Captial - Infrastructure
\$ 10,910	0542 -53401	Contractual Services
<u>\$415,444</u>	Total	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(Additional Grant Funds Awarded for 2015 FY \$404,534-  
And excess funds carried forward from 2014FY \$10,910))



**SIGN  
HERE**

Dept 0542 (2014/2015)  
FY

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

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

**850-838-3553**  
**850-838-3563 Fax**

**Melody.cox@taylorcountygov.com**

DATE: November 20, 2014  
TO: Tammy

FROM: Melody

RE: Budget Amendment Request

Tammy, please prepare a budget amendment for Account 0542 FDOT – Design Storage Hangar Grant. There was an additional carry forward balance as well as a substantial increase to the grant amount. FDOT has awarded funding to use for the construction of the facility! There is NO match to be provided by the county, this is a 100% grant. I have attached all of the support documentation you should need. If you do have any questions, please give me a call.

*Melody*  
Thanks!  
Melody

✓ +10,912

+404.534

**BUDGET AMENDMENT REQUEST**  
**2014-2015 FISCAL YEAR**

**DEPARTMENT: 0542 FDOT -Design Storage Hangar**  
**AMENDMENT REQUEST: November 20, 2014**

**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted</u>	<u>Amended Amount</u>	<u>Amendment</u>
53401	Contractual Services	\$23,545	\$34,455	\$10,910 - <i>Class CF for 2014 FTE</i>
56300	Capital Infrastructure	\$0	\$404,534	\$404,534 - <i>additional grant funding</i>

**Total Amendment Requested \$415,444**

**Total Budget ~~0542 FDOT~~ FY 2014-2015 \$438,989**

*Melody Cox*  
*11/20/2014*

**DETAIL BUDGET REQUEST**  
**2014-2015 FISCAL YEAR**

**DEPARTMENT: 0542 FDOT Grant -Corporate Hangar Construction**  
**~~June 11, 2014~~ November 20, 2014**

**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
53401	Contractual Services	\$34,455
	Construction and bid management services	
56200	Capital Outlay-Buildings	\$404,534
	Construction of corporate hangar/FBO facility	

**Total \$438.989**

**\*\*THERE WILL BE NO MATCH REQUIRED FOR THIS GRANT. THE PROJECT IS  
 100% GRANT FUNDED**

*Nelody Cort*  
*11/20/2014*

\_\_\_\_\_  
*Approved*  
*Budget for*  
*2015*  
 \_\_\_\_\_

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a **SHORTFALL** of monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2015, to be **LESS THAN** the advertised budget. **BE IT RESOLVED** that the listed receipts and appropriations be removed from the **AIRPORT FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue: \$228,955	003-3344130	FDOT Grant- Airport Corporate Hangar Construction
\$200,000	0545- 56200	Capitla Outlay - Building
\$ 28,955	0545 -53401	Contractual Services
\$228,955	Total	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(This grant was added to the FDOT Grant - Design Aircraft Storage Hangar/dept#0542)

408

SUNGARD PENTAMATION, INC.  
DATE: 11/20/2014  
TIME: 13:35:37

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: *expldgr.key=0545'*  
ACCOUNTING PERIOD: 2/15

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

FUND-003 AIRPORT FUND  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-542 AIRPORTS  
TOTL/DEPT-0545 FDOT-CORP. HANGAR CONSTRUCT

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ HUD
53401	CONTRACTUAL SERVICES	28,955.00	.00	.00	.00	28,955.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	200,000.00	.00	.00	.00	200,000.00	.00
	TOTAL FDOT-CORP. HANGAR CONSTRUCT	228,955.00	.00	.00	.00	228,955.00	.00
	TOTAL AIRPORT FUND	228,955.00	.00	.00	.00	228,955.00	.00
	TOTAL REPORT	228,955.00	.00	.00	.00	228,955.00	.00

*Sammy - Please delete this  
(FDOT)  
budget - they added to the  
existing grant agreement. I  
have prepared a budget amendment  
to reflect this. We will not  
need this budget now! Sorry  
for any confusion! Call me if you  
have questions! Thanks!  
Melody*

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a **SHORTFALL** of monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2015, to be **LESS THAN** the advertised budget. **BE IT RESOLVED** that the listed receipts and appropriations be removed from the **AIRPORT FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
( \$228,955 )	003-3344130	FDOT Grant- Airport Corporate Hangar Construction
( \$200,000 )	0545- 56200	Capitlay Outlay - Building
( \$ 28,955 )	0545 -53401	Contractual Services
( \$228,955 )	Total	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(This grant was added to the FDOT Grant - Design Aircraft Storage Hangar/dept#0542)

408

SUNGARD PENTAMATION, INC.  
DATE: 11/20/2014  
TIME: 13:35:37

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: ~~expldgr.key~~ '0545'  
ACCOUNTING PERIOD: 2/15

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

FUND-001 AIRPORT FUND  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-542 AIRPORTS  
TOTL/DEPT-0545 FDOT-CORP. HANGR CONSTRUCT

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	28,955.00	.00	.00	.00	28,955.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	200,000.00	.00	.00	.00	200,000.00	.00
	TOTAL FDOT-CORP. HANGR CONSTRU	228,955.00	.00	.00	.00	228,955.00	.00
	TOTAL AIRPORT FUND	228,955.00	.00	.00	.00	228,955.00	.00
TOTAL REPORT		228,955.00	.00	.00	.00	228,955.00	.00

*Sammy - Please delete this  
(FDOT)  
budget - they added to the  
existing grant agreement. I  
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need this budget now! Sorry  
for any confusion! Call me if you  
have questions! Thanks!  
Melody*

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2015, 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 **MSTU FUND** budget for the fiscal year ending September 30, 2015.

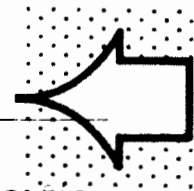
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,100	107-3669012	MSTU Fund - Donation
Expenditures:		
\$1,100	0195-55103	County Fire- Tools & Implements

**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 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(Donation received/deposited 11/20/14 from Georgia Pacific,  
for the County Fire Department)



**SIGN  
HERE**

SUNGARD PENTAMATION, INC.  
DATE: 12/09/2014  
TIME: 15:24:28

TAYLOR COUNTY BOARD OF COMMISSIONERS  
REVENUE AUDIT TRAIL

PAGE NUMBER: 1  
AUDIT41

SELECTION CRITERIA: orgn.fund='107' and revldg.acct='3669012'  
ACCOUNTING PERIODS: 1/15 THRU 3/15

(INACTIVE ACCOUNTS INCLUDED)  
SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT,ACCOUNT,PERIOD

TOTALED ON: FUND,TOTL/DEPT,ACCOUNT

PAGE BREAKS ON: FUND,TOTL/DEPT

ACCOUNT DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION	CUMULATIVE BALANCE
3669012		DONATIONS - OTHER						
107-107		MSTU FUND						
3669012		DONATIONS - OTHER			.00	.00	.00 BEGINNING BALANCE	
11/19/14	12-2				.00			
11/20/14	24-2		2015-096	P872 GEORGIA-PACIFIC		1,100.00	.00 DONATION/FIRE-EQUIP&APPLI	
TOTAL		DONATIONS - OTHER			.00	1,100.00	.00	-1,100.00
TOTAL TOTL/DEPT - TITLE NOT FOUND					.00	1,100.00	.00	-1,100.00
TOTAL FUND - MSTU FUND					.00	1,100.00	.00	-1,100.00
TOTAL REPORT					.00	1,100.00	.00	-1,100.00

add to expenditure Budget -  
0192-55220  
County Fire -  
Goods & Supplies

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

# DEPOSIT TICKET

Board of Commission  
General Fund  
P.O. Box 620  
Perry, FL 32348

DATE

11-26-14

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

ENDORSE & LIST CHECKS SEPARATELY  
OR ATTACH LIST

CITIZENS STATE BANK

## Georgia-Pacific Foundation

COMMUNITY PROGRAMS  
P.O. BOX 105405  
ATLANTA, GA 30340-5405

DATE: 10/31/14 INVOICE #: CA53923  
GENERAL SUPPORT DONATION

	DOLLARS	CENTS
CURRENCY		
COIN		
TOTAL CASH		
CHECKS		
1	1,100	00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
TOTAL FROM ATTACHED LIST		
	1,100	00

CHECK NUMBER  
110202

PHONE CONTACT

11020206501 71000148811

TOTAL  
ITEMS

1

\$

1,100.00

1,100.00

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1,100.00

CHECKS AND OTHER ITEMS ARE RECEIVED FOR  
DEPOSIT SUBJECT TO THE PROVISIONS OF THE  
UNIFORM COMMERCIAL CODE OR ANY APPLICABLE  
COLLECTION AGREEMENT.

THIS DOCUMENT CONTAINS 100 PANTOGRAPH MICROPRINT BORDER THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

## Georgia-Pacific Foundation, Inc.

COMMUNITY PROGRAMS  
P.O. BOX 105405  
ATLANTA, GA 30340-5405

SUN TRUST  
ATLANTA, GA  
64-10  
670

CHECK #: 0000110202

DATE: 11-06-2014

PAY EXACTLY \$\*\*\*\*\*1,100.00

PAY

One Thousand One Hundred and 00/100 Dollars

TO THE  
ORDER OF

TAYLOR COUNTY BOARD  
OF COUNTY COMMISSIONERS  
P.O. BOX 620  
PERRY, FL 32348

*Lyke L. Work*

0000110202 0061000104 8801904577

MALCOLM PAGE  
District 1

JIM WOODY  
District 2

JODY DEWARE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN H. HINKEL, 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) 594-5113 Phone  
(850) 594-2433 Fax

October 31, 2014

Scott Mixon  
1 Buckeye Drive  
Perry, FL 32348

Scott,

On behalf of the Taylor County Board of County Commissioners, I humbly submit this request for support in the form of a donation of \$1,300 to the County's Municipal Services Taxing Unit fund. Georgia Pacific's gracious donation will be used to support the Board's vision to providing the highest quality of services to its residents. I would like to personally thank you and Georgia Pacific for the support you provide to our organization. If you need anything, then please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dustin Hinkel".

Dustin Hinkel  
County Administrator

Actual check  
is \$ 1100.00

Margaret Dunn

From:  
Sent:  
To:  
Cc:  
Subject:

Mixon, Scott <Scott.Mixon@gapac.com>  
Monday, November 17, 2014 3:19 PM  
Margaret Dunn  
Dustin Hinkel  
RE: Check Received

My pleasure. I had some extra money in my charitable contributions spend plan and wanted to donate this to the County for the fire department. Have a good week.

From: Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
Sent: Monday, November 17, 2014 3:15 PM  
To: Mixon, Scott  
Cc: Dustin Hinkel  
Subject: Check Received

Scott, we received a check from you today for \$1100. Thank you!

Now, since I need to send this to finance, can you tell me what this money represents? I know you have been very generous in many areas in the County and I want to make sure I credit this to the right account. Thank you very much!

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 102 Desk  
850-843-6299 Cell  
850-838-3501 Fax  
[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)

will prepare  
an overall amendment  
for the MSTU fund  
(anticipated  
Donation)  
Review -

Need expenditure  
acct. name  
Dustin

## 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, 2015, to be in excess of the advertised budget.

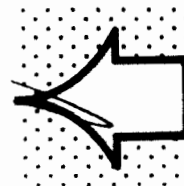
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$18,167	001-3899010	Cash Carry Forward State Aid Library -
\$18,167	0431-56600	Books/Publ/Library Materials

**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 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

(State Aid Funds Remaining FYE'14 - not Budgeted 2015)



**SIGN  
HERE**

## Tammy Taylor

---

**From:** Linda Hawkins <para.pro@taylorcountygov.com>  
**Sent:** Wednesday, December 10, 2014 9:48 AM  
**To:** Tammy Taylor  
**Subject:** RE: FYE2014 State Aid Library Fds-amend.2015

Hi Tammy,  
Please place \$18,167 into Dept. 0431 and account # 56600 Books/ Library materials.  
Thanks for your help!

---

Linda

**From:** Tammy Taylor [mailto:ttaylor@taylorclerk.com]  
**Sent:** Friday, December 05, 2014 11:04 AM  
**To:** Linda Hawkins  
**Cc:** Dustin Hinkel; Margaret Dunn  
**Subject:** FYE2014 State Aid Library Fds-amend.2015  
**Importance:** High

Hey Linda-

Please see my attached fiscal year end analysis of the state aid library funds. My records reflect a balance of \$18,166.95.

This balance was not projected nor included in the 2015 budget. Therefore, the 2015 budget will need to be amended/increased by \$18,167.

*Please let me know where (line item) to place the funds.*

Thanks!!  
Tammy

*Tammy Taylor*  
County Finance Director  
P.O. Box 620  
Perry, FL 32348  
(850) 838-3506, ext.122  
(850) 838-3540 (fax)  
[ttaylor@taylorclerk.com](mailto:ttaylor@taylorclerk.com)

**STATE AID LIBRARY FUNDS**

BEGINNING BALANCE 10/1/13	\$21,806.40	
FY 2013/14 RECEIPTS-State Aid Grant	\$80,453.00	3347100
FY 2013/14 EXPENDITURES	<u>(\$84,092.45)</u>	dept#0431
ENDING BALANCE 9/30/2014	<u>\$18,166.95 (*)</u>	

(\*) This amount is reserved on the balance sheet (001-2470022).  
Remaining funds are carried forward to the following year budget.

  
Prepared By: Tammy Taylor, County Finance Director (12/5/14)

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2015, 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, 2015.

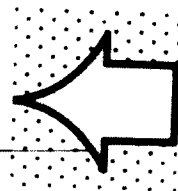
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$90,232	001-3899010	General Fund-Cash Brought Forward Sports Complex Construction-
\$90,232	0452-56200	Capital Outlay-Building

**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 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(Represents designated funding for the sports complex construction project remaining @ FYE'14 - not included in the 2015 budget)



**SIGN  
HERE**

## Tammy Taylor

---

**From:** Kenneth Dudley <county.engineer@taylorcountygov.com>  
**Sent:** Friday, December 05, 2014 4:55 PM  
**To:** Tammy Taylor  
**Cc:** Dustin Hinkel; Margaret Dunn  
**Subject:** RE: FYE Sports Complex Construction Funds-amend 2015

0452-  
56200

Capital outlay building for now until it is finished. Then we can look at other possible improvement. I had originally hoped we would have finished more of it last fiscal year.

Verizon Mobile message

----- Original message -----

**From:** Tammy Taylor  
**Date:** 12/05/2014 4:49 PM (GMT-05:00)  
**To:** Kenneth Dudley  
**Cc:** Dustin Hinkel, Margaret Dunn  
**Subject:** FYE Sports Complex Construction Funds-amend 2015

On a better note, \$90,232 remains in dept#0452, and represents constructions allocated in the 2014Fy. It doesn't appear that we projected this in the 2015 CF. Therefore, the 2015 will need to be amended /increased by \$90,232. Please provide account number(s). Thanks!!!!

*Tammy Taylor*  
County Finance Director  
P.O. Box 620  
Perry, FL 32348  
(850) 838-3506, ext.122  
(850) 838-3540 (fax)  
[ttaylor@taylorclerk.com](mailto:ttaylor@taylorclerk.com)

BUNOARD PENTAMATION, INC  
DATE: 12/05/2014  
TIME: 16:39:57

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTALL

SELECTION CRITERIA: expldat.key argn='0462'  
ACCOUNTING PERIOD: 11/14

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

FUND-001 GENERAL FUND  
FUNCTION 570 CULTURE/RECREATION  
ACTIVITY-572 PARKS & RECREATION  
TOTL/DEPT 0452 SPORTS COMPLEX CONSTRUCT

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL YTD EXP	AVAILABLE BALANCE	YTD/ RUD
51401	CONTRACTUAL SERVICES	.00	919.00	919.00	.00	919.00	.00
56200	CAPITAL OUTLAY BUILDING	50,000.00	92,405.00	42,405.00	.00	92,405.00	.00
56300	CAPITAL INFRASTRUCTURE	50,000.00	86,542.00	36,542.00	92,846.90	-6,304.90	107.29
56321	CAPITAL-IRRIGATION SYSTE	15,000.00	44,000.00	29,000.00	43,896.00	104.00	99.76
56322	CAPITAL-ELECTRICAL	10,000.00	.00	10,000.00	.00	.00	.00
56323	CAPITAL-SITE WORK	.00	248,652.00	248,652.00	248,316.99	33,335.01	89.81
56412	LEASE PMT-INFRASTRUCTURE	49,511.00	49,511.00	.00	.00	49,511.00	.00
56500	CONSTRUCTION IN PROGRESS	.00	.00	.00	22,226.13	22,226.13	.00
57100	DEBT SERVICE PRINCIPLE	.00	.00	.00	47,218.16	47,218.16	.00
57200	DEBT SERVICE INTEREST	.00	.00	.00	2,112.09	2,112.09	.00
	TOTAL SPORTS COMPLEX CONSTRUCT	174,511.00	522,049.00	347,538.00	411,816.47	90,232.53	82.72
	TOTAL GENERAL FUND	174,511.00	522,049.00	347,538.00	411,816.47	90,232.53	82.72
	TOTAL REPORT	174,511.00	522,049.00	347,538.00	411,816.47	90,232.53	82.72

2013/2014  
Expenditures

"Designated" to FYE 2014 -  
carried forward to 2015 Budget

12-5-14

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHROTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2015, to be LESS THAN the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2015.

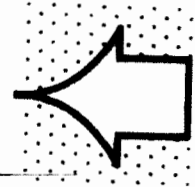
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(2,707)	00I-3899010	General Fund-Cash Brought Forward Sports Complex Donations
\$(1,000)	0452-54620	R&M Equipment
\$( 707)	0452-55201	General Operating Supplies
\$(1,000)	0452-55220	Tools & Implements

**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 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(the actual balance in the donation fund @ 9/30/14 was less than the amount projected in the 2015 budget)



**SIGN  
HERE**

**Tammy Taylor**

---

**From:** Kenneth Dudley <county.engineer@taylorcountygov.com>  
**Sent:** Friday, December 05, 2014 4:15 PM  
**To:** Tammy Taylor  
**Cc:** Dustin Hinkel; Margaret Dunn  
**Subject:** RE: 2014FYE Sports Complex Donations--amend 2015

*short*

Zero Account 54620 & 55220.  
Reduce Account 55201 - \$707.00

***Kenneth Dudley, P.E.***

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

**From:** Tammy Taylor [mailto:ttaylor@taylorclerk.com]  
**Sent:** Friday, December 05, 2014 4:08 PM  
**To:** Kenneth Dudley  
**Cc:** Dustin Hinkel; Margaret Dunn  
**Subject:** 2014FYE Sports Complex Donations--amend 2015  
**Importance:** High

Hey Kenneth-

Attached is the fiscal year end analysis of "sports complex donations". The balance of funds at 9/30/14 is \$11,793. Your projected/budgeted a carry forward amount was \$14,500. Therefore, the 2015 budget needs to be amended (reduced) by \$2,707. Please let me know which line item to adjust.

Thanks!!!  
Tammy

*Tammy Taylor*  
County Finance Director  
P.O. Box 620  
Perry, FL 32348  
(850) 838-3506, ext.122  
(850) 838-3540 (fax)  
ttaylor@taylorclerk.com

215

**DETAIL BUDGET REQUEST  
2014/2015 FISCAL YEAR**

**DEPARTMENT:**  
**DEPARTMENT #:**

Sports Complex - Donations  
Fund 001 - Department - 0455

**PREPARED BY:**

*Kandy* 6/10/2014  
(Division Director signature & date)

*2015 Budget*

**Expenditure  
Account #**

**Account Description**

**Amount**

54620

**RAM BUILDING & GROUNDS**

\$ 500.00

Repair and Maintenance of Site Amenities and Buildings

500

54625

**LANDSCAPING & MAINTENANCE**

\$ 1,500.00

Various landscaping, plantings, herbicide, insecticide, fertilizing, etc.

1,500

54620

**RAM EQUIPMENT**

\$ 1,000.00

Repair and Maintenance of Equipment (Field/Recreational, etc.)

1,000

55201

**GENERAL OPERATING SUPPLIES**

\$ 1,500.00

General Operating Supplies

1,500

55220

**TOOLS & SUPPLEMENTS**

\$ 1,000.00

Brooms, Rags, Utensils, Field Rules, Spike Drags, etc.

1,000

56300

**CAPITAL INFRASTRUCTURE**

\$ 16,500.00

Roll over from prior Yr(s) - Construction Expenses + Yearly Donations

16,500

**TOTAL BUDGET**

\$ 22,000.00

% Increase / (Decrease) 22.2%

*Sports Complex Donations  
001-3661000*

*\$ 7,500*

*(2014/2015)*

*Estimated CF of  
Donations Received  
Previously*

*\$ 14,500*

*(Oct. 9/30/14)*

*- designated CF*

*Total  
Budget*

*\$ 22,000*

*Actual  
CF at  
9/30/14*

*\$ 11,793*

*2015*

*To  
Decrease  
2015 Budget*

*(2,107)*

**SPORTS COMPLEX PROJECT - DONATIONS (#0455)**

BEGINNING BALANCE 10/1/13	13,175.22
FY 2013/14 RECEIPTS	1,000.00 (acct.#001-3661000)
FY 2013/14 EXPENDITURES	<u>(2,381.69)</u> (acct.#0455)
ENDING BALANCE 9/30/2014	11,793.53 (*)

(\*) This amount should be reserved on the balance sheet (001-2470020)@FYE

*Revenue is generated from annual commitments/donations (field sponsorships).  
Funds are used for "improvements to the equipment and/or direct facility  
expenses associated with maintenance and upkeep of the Sports Complex".*

  
Prepared By: Tammy Taylor, County Finance Director (12/5/14)

BUNGARD PENTAMATION, INC  
DATE: 12/05/2014  
TIME: 15:51:32

TAYLOR COUNTY BOARD OF COMMISSIONERS  
REVENUE AUDIT TRAIL

PAGE NUMBER: 1  
AUDIT#1

SELECTION CRITERIA: revldgt account 1661000  
ACCOUNTING PERIOD: 1/14 THRU 11/14

REPORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT, ACCOUNT, PERIOD  
(INACTIVE ACCOUNTS INCLUDED)

TOTALS ON: FUND, TOTL/DEPT, ACCOUNT

PAGE BREAKS ON: FUND, TOTL/DEPT

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYEE/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION	CUMULATIVE BALANCE
1661000									
DONATIONS-SPORTS COMPLEX									
001-001 - GENERAL FUND									
1661000									
DONATIONS-SPORTS COMPLEX									
	10/01/13	12-1				5,500.00	00	00 BEGINNING BALANCE	
	10/23/14	24-13		2014-1036	EMER GEORGIA PACIFIC		1,000.00	00 PORTED FROM BUDGET SYSTEM	
TOTAL						5,500.00	1,000.00	00 DONATION/SPORTS COMPLEX	
								00	4,500.00
TOTAL TOTL/DEPT - TITLE NOT FOUND									
						5,500.00	1,000.00	00	4,500.00
TOTAL FUND - GENERAL FUND									
						5,500.00	1,000.00	00	4,500.00
TOTAL REPORT									
						5,500.00	1,000.00	00	4,500.00

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHROTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2015, to be LESS THAN the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2015.

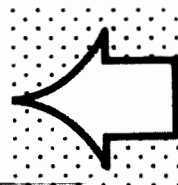
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(639)	001-3899010	General Fund-Cash Brought Forward
\$(639)	0452-55201	State Mosquito Control- General Operating Supplies

**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 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

(the actual balance in the grant fund @ 9/30/14 was less than the amount projected in the 2015 budget)



**SIGN  
HERE**

**Tammy Taylor**

---

**From:** Gary Wambolt <gary.wambolt@taylorcountygov.com>  
**Sent:** Tuesday, December 09, 2014 7:48 AM  
**To:** Tammy Taylor  
**Subject:** RE: FYE2014 State Mosq. Fds--to amend 2015

Tammy: Cheryl and me were just talking about this early last week, take the \$639 out of line item 55201. Thanks Gary

**From:** Tammy Taylor [mailto:ttaylor@taylorclerk.com]  
**Sent:** Friday, December 05, 2014 10:24 AM  
**To:** Gary Wambolt  
**Cc:** Cheryl White; Dustin Hinkel; Margaret Dunn  
**Subject:** FYE2014 State Mosq. Fds--to amend 2015  
**Importance:** High

Hey Gary-

Attached is the 2014FYE analysis of State Mosquito Control Funds. The accounting records reflect a balance of \$460.94 at FYE 9/30/14. The projection (cash carry forward) included in the 2015 budget was \$1,100. Therefore, the 2015 budget needs to be reduced by \$639. Please let me know where (line item) to make the reduction, at your earliest convenience.

Thanks!!  
Tammy

*Tammy Taylor*  
County Finance Director  
P.O. Box 620  
Perry, FL 32348  
(850) 838-3506, ext.122  
(850) 838-3540 (fax)  
[ttaylor@taylorclerk.com](mailto:ttaylor@taylorclerk.com)

**STATE MOSQUITO CONTROL FUNDS (#0281)**

BEGINNING BALANCE 10/1/13	\$2,582.06
FY 2013/14 RECEIPTS	\$29,456.16 001-3356300
FY 2013/14 EXPENDITURES	<u>(\$31,577.28) #0281</u>
ENDING BALANCE 9/30/2014	<u><u>\$460.94 (*)</u></u>

(\*) This amount is reserved on the balance sheet (001-2470021).  
Remaining funds are carried forward to the following years' budget.

  
Prepared By: Tammy Taylor, County Finance Director (12/5/14)

2015 Budget

130

**DETAIL BUDGET REQUEST  
2014/2015 FISCAL YEAR**

**DEPARTMENT:** MOSQUITO CONTROL (STATE)  
**DEPARTMENT #:** 0281

**PREPARED BY:** Shay Wambolt 6-17-14  
(department head signature & date)

**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
51200	REGULAR SALARIES & WAGES	\$ 19,806
51400	OVERTIME Use of full-time employees from other divisions	\$ 108
52110	FICA/MEC/DARE	\$ 1,522
52200	RETIREMENT CONTRIBUTIONS	\$ 1,466
52300	HEALTH INSURANCE \$441 @ \$124.00 \$ 54,684 - 51,119	\$ 5,065
52320	LIFE INSURANCE	\$ 30
52400	WORKERS COMPENSATION INSURANCE	\$ 680
54000	TRAVEL & PER DIEM	\$ 587
54907	LICENSE/PERMIT/REGISTRAT	\$ 88
55201	GEN. OPERATING SUPPLIES	\$ 3,288

**TOTAL BUDGET WITH CARRY-FORWARD \$ 32,640**

10-14 Carry-forward (projected)	\$ 1,100
2015 State Funding (601-3356300)	\$ 31,540

Actual  
9/30/14  
\* 461

2015  
32,640

+ 139  
To Federal  
2015 Budget

## RESOLUTION

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2015, to be in excess of the advertised budget.

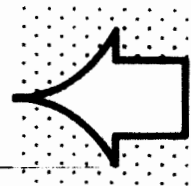
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$8,226	001-3899010	General Fund - Cash Brought Forward
\$8,226	0229-54100	Communications Surcharge - Communications

**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 16th day of December, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(Represents "radio communications surcharge" funds @ 9/30/14  
- in excess of the 2015 budget)

## **Tammy Taylor**

---

**From:** Dustin Hinkel <dustin.hinkel@taylorcountygov.com>  
**Sent:** Thursday, December 04, 2014 8:43 AM  
**To:** Tammy Taylor  
**Cc:** Margaret Dunn  
**Subject:** RE: FYE2014 Communications Surcharge Funds

That is good news. Please allocate the excess to 0229-54100.

Thanks!

**Dustin Hinkel**

County Administrator  
Taylor County Board of County Commissioners

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

201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Tammy Taylor [<mailto:ttaylor@taylorclerk.com>]  
**Sent:** Wednesday, December 03, 2014 4:38 PM  
**To:** Dustin Hinkel  
**Cc:** Margaret Dunn  
**Subject:** FYE2014 Communications Surcharge Funds

Please see the attached FYE analysis for your review and records. The 2015 budget (dept#0229) will need to be amended/increased by \$8,226 (cash CF exceeds that budgeted).  
At your earliest convenience, please provide the line item(s) to place the funds.

Thanks!!!  
Tammy

*Tammy Taylor*  
County Finance Director  
P.O. Box 620

**TRAFFIC COMMUNICATIONS SURCHARGE (\$12.50 Surcharge)**

BEGINNING BALANCE 10/1/13	16,614.76
SLERS REIMBURSEMENT-SPRINT NEXTEL	13,824.00
FY 2013/14 RECEIPTS	12,820.65 (acct #001-3485201)
FY 2013/14 EXPENDITURES	(17,722.48) (acct #0229)
Communications	(708.35)
Communications-Sheriff	-
Communications-Perry Police Dept	(6,090.00)
Communications-County Fire	(6,048.00)
Communications-EMS	(2,688.00)
Communications-City Fire	(686.00)
Utilities	(1,502.13)

Note:  
2013 Receipts  
Total 17,565

**ENDING BALANCE 9/30/2014**

**25,536.93 (\*)**

2015 Budgeted Cash CF

\* 17,310

(\*) This amount should be reserved on the balance sheet (001-2470007).

\* 822.6 excess  
cash carry forward

H  
to Amend /  
James  
2015 Budget  
By  
\* 822.6

Prepared By: Tammy Taylor, County Finance Director (12/3/14)

1 94

**DETAIL BUDGET REQUEST**  
**2014/2015 FISCAL YEAR**

**DEPARTMENT:** COMMUNICATIONS SURCHARGE

**DEPARTMENT #:** 0229

**PREPARED BY:**

Dustin Hinkel

Date

**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
54100	COMMUNICATIONS	\$ 0
54101	COMMUNICATIONS/SHERIFF	\$15,000
54102	COMMUNICATIONS/PPD \$546 * 12	\$6,552
54103	COMMUNICATIONS/CO. FIRE 504 * 12	\$6,048
54104	COMMUNICATIONS/EMS 224 * 12	\$2,688
54105	COMMUNICATIONS/CITY FIRE 70 * 12	\$840
53401	UTILITY SERVICES	\$ 2,380

**TOTAL BUDGET**      **\$33,508** *f*

**REVENUES:**

TAYLOR COUNTY CLERK OF COURT  
(00-3485201) ✓

\$ 16,198

ESTIMATED DISBURSEMENTS BY THE CLERK OF COURT FOR  
TRAFFIC CITATIONS ISSUED WITHIN TAYLOR COUNTY

CASH CARRIED FORWARD FROM FY 2014 = \$17,310

— *designated  
carry-forward*

**TOTAL REVENUES**

\$ 33,508

ANY ADDITIONAL CARRY-FORWARD FUNDS WILL BE REQUESTED TO BE  
BROUGHT TO 54100.

*6/18/14*



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

November 26, 2014

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.

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

Sincerely,

*Dale Layfield*

Dale S. Layfield  
Senior Accountant

Enclosure

# 52,900  
(as Budgeted)

0390-53401

*22 Jan 12-4-14*

*aguarda / Consent 12/16/14*



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 14/15.
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*      *11/26/14*  
\_\_\_\_\_  
Representative      Date  
Apalachee Center, Inc.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO RATIFY THE CHAIR'S SIGNATURE ON THE  
EQUITABLE SHARING AGREEMENT FOR THE TAYLOR  
COUNTY SHERIFF'S OFFICE AND THE U.S. DEPARTMENT  
OF JUSTICE AS AGENDAED BY L.E. "BUMMY" WILLIAMS,  
SHERIFF.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:**

**THIS LETTER OF AGREEMENT IS NECESSARY WHEN THE  
TAYLOR COUNTY SHERIFF'S OFFICE WORKS WITH  
OTHER FEDERAL AGENCIES IN THE DISBURSEMENT OF  
FUNDS FROM SEIZED AND FORFEITED PROPERTIES.**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**SHERIFF L.E. "BUMMY" WILLIAMS**

**Contact:**

**850-584-4225**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**AFFIDAVIT OF EXISTING PARTICIPANT**

# 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 17, 2014

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

Chairman Page:

Attached is the Equitable Sharing Agreement for the Taylor County Sheriff's Office and the U.S. Department of Justice. This agreement 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 black ink, appearing to read "L.E. Bummy Williams". The signature is fluid and cursive, with the first name "L.E." written in a smaller, more compact style than the last name.

L.E. "Bummy" Williams, Sheriff  
Taylor County Sheriff's Office

## Affidavit - Existing Participant

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: *L.E. "Bummy" Williams*  
Name: L.E. "Bummy" Williams  
Title: Sheriff  
Date: \_\_\_\_\_  
E-mail: bummy@tcsofl.org

### Governing Body Head

Signature: \_\_\_\_\_  
Name: Patricia "Pat" Patterson  
Title: Chairman, BOCC  
Date: \_\_\_\_\_  
E-mail: mpage@taylorcountygov.com  
PPatterson@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@tcsofl.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](mailto:aca.submit@usdoj.gov)

Step 4: Scan & email this Affidavit to [aca.affidavit@usdoj.gov](mailto:aca.affidavit@usdoj.gov)

(Email subject line must include Agency NCIC/ORI Code)

### FOR AGENCY USE ONLY

Entered by \_\_\_\_\_

Entered on \_\_\_\_\_

☐ FY End: 09/30/2014

☐ NCIC: FL0620000

☐ State: FL



Date Printed: November 17, 2014 10:20

Agency: TAYLOR COUNTY SHERIFF'S OFFICE

Preparer: Dannielle Welch

Phone: 850-584-4225

E-mail: [dwelch@tcsofl.org](mailto:dwelch@tcsofl.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 Street, Suite 103

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

**Finance Contact:** First: Dannielle Last: Welch

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

**Preparer:** First: Dannielle Last: Welch

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

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

**Last FY End Date:** 09/30/2014 **Agency Current FY Budget:** \$6,140,806.00

- ☐ **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 <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$98,191.85	
2	Federal Sharing Funds Received	\$88,176.18	
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)	\$186,368.03	\$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)	\$186,368.03	\$0.00

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

<sup>2</sup> 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	<b>Total</b>	\$0.00	\$0.00
o	Did your agency receive non-cash assets? <input checked="" type="radio"/> Yes <input 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

**Table B: Equitable Sharing Funds Received from other Agencies**

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

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

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

**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 checked="" type="radio"/>	Item of Property/Expense Reimbursement/Item Transfer - 13-DEA-575257 Address: 2762 Pisgah Road
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](mailto: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 RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 2014-2017 RIVER LIGHTS MAINTENANCE CONTRACT, AS AGENDAED BY GEOFF WALLAT, UF/IFAS MARINE EXTENSION AGENT.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:** PREVIOUS CONTRACT HAS EXPIRED. NEW QUOTES RECEIVED.

**Recommended Action:**

**Fiscal Impact:** \$3,000

**Budgeted Expense:** YES

**Submitted By:** GEOFF WALLAT

**Contact:** 850-838-3508

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** CONTRACT AND LETTER FROM COUNTY ATTORNEY

## Margaret Dunn

---

**From:** Wallat, Geoffrey Kenneth <gwallat@ufl.edu>  
**Sent:** Thursday, November 20, 2014 12:03 PM  
**To:** margaret.dun@taylorcountygov.com  
**Cc:** Dustin Hinkel  
**Subject:** New River Entrance Light Maintenance Contract draft  
**Attachments:** 2014-2018 River Lights Maintenance Contract.docx

Hi Margaret and Dustin,  
Please look over this draft contract for the River Entrance Lights Maintenance Contract.  
Let me know if any changes need to be made.

Margaret has the 2 quotes from Ketring Power and D&L. Dale Young did not send me a quote.  
I recommend the contract be awarded to Ketring Power.

Let me know if I need to do anything else, and if we can proceed.

Thanks!

Geoff Wallat  
Marine & Natural Resources Extension Agent - Taylor County  
University of Florida  
Phone: 850-838-3508 Ext 305  
Mail: 203 Forest Park Dr.  
Perry, FL 32348

203 Forest Park Drive  
Perry, FL 32348  
850-838-3508  
850-838-3546 Fax

MEMORANDUM

TO: Whom it may concern  
FROM: Geoff K. Wallat, Marine Extension Agent  
Re: River entrance lights inspection, testing and maintenance contract  
DATE: November 19, 2014

County staff prepared a Scope of Work for River Entrance Light services (SOW-Attachment A of contract). The SOW was mailed to three (3) vendors, resulting in two (2) respondents providing quotes and one not providing a quote. The responses are as follows:

Services:

Inspection, testing and maintenance of four (4) river lights  
Includes four (4) quarterly service trips & four (4) written reports annually.

	<u>Annual Cost</u>
Ketring Power LLC	\$3,000
D&L Construction	\$3,879
Dale Young Construction Company Inc.	NO QUOTE

Based on the result of the quotes, and application of the 5% local vendor preference, the local vendor Ketring Power LLC has the lowest quoted annual contract price. The selected company has demonstrated the ability to perform the needed contract services for Taylor County in the past.

My recommendation to the County Administrator and the County Commission is to award the contract to Ketring Power.

Sincerely,

Geoff K. Wallat  
UF/IFAS Marine Extension Agent – Taylor County

**8. HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend, and save and hold harmless, the County, all of its officers, agents, or employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents, or employees or due to any negligent act or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

**9. GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

**10. WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law of all of its employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Worker's Compensation exemptions will be accepted upon providing a current certificate, Articles of incorporation, and a signed Taylor County Worker's Compensation Hold Harmless Agreement.

**11. PERMITS, RULES, & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules, and regulations.

**12. ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books, and documentations that pertain to this project during the project period and for a three (3) year period thereafter.

**13. AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Geoff Wallat, Taylor County Marine Extension Agent, 203 Forest Park Drive, Perry, FL 32348, (850)838-3508, e-mail: cbolson@ufl.edu.

**14. LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Dustin Hinkel, County Administrator

ATTEST:

Annie Mae Murphy, Clerk

Witness:

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

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

STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ who is personally known to me and who did/did not take an oath.

NOTARY PUBLIC

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

## ATTACHMENT A

### SCOPE OF WORK

#### I. SUMMARY

The work shall consist of inspecting, testing and maintaining Taylor County's four (4) river entrance lights. These lights are located at the mouths of the Aucilla (Gamble Point), Econfinia and Fenholloway Rivers, as well as at the mouth of Spring Warrior Creek. The lights and structures will be inspected and maintained each quarter during the contract period. The contract period will be three years from the start date of the contract.

#### II. GENERAL

1. All work is to be done in accordance with current state and federal regulations (Florida Fish and Wildlife Conservation Commission, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and United State Coast Guard).
2. Inspect and maintain the four river entrance lights on a quarterly basis.
3. Be available on an "on call" basis to repair river entrance lights as needed.
4. If major functional or structural repairs to river entrance lights are deemed necessary, a **written estimate must be generated prior to performing work.** The responsible authority will determine the course of action suitable to address the needed repairs.
5. Inspect wooden light structures. Notify responsible agent if any repairs are deemed necessary.
6. **Submit written quarterly reports** to the Taylor County Board of Commissioners (Margaret Dunn, Assistant County Administrator) as part of the payment process. This brief report will detail the performance and condition of each of the river entrance lights including replacement parts used, as well as the condition of the wooden structures. All parts replaced will be returned to shore for proper disposal (including batteries).

#### III. JOB SITE CONDITIONS

1. The river entrance lights are located either at the edge of salt marsh or in the water. Access to a boat will be necessary to perform the required duties. Contractor shall be responsible for transportation to and from lights.

#### MATERIAL SPECIFICATIONS

All materials must be installed and repaired in strict accordance with the manufacturer's specifications.

December 1, 2014

VIA E-MAIL AND REGULAR MAIL

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

Re: River Lights Maintenance Contract

Dear Dustin:

Pursuant to Margaret's request I have reviewed the above Contract and make the following comments:

1. Note this is a 3 year contract and not a 4 year contract.

Otherwise, the contract looks okay.

It is my understanding that y'all will put it on the consent agenda for the December 16, 2014 meeting.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy

## Margaret Dunn

---

**From:** Wallat, Geoffrey Kenneth <gwallat@ufl.edu>  
**Sent:** Wednesday, October 1, 2014 5:35 PM  
**To:** Dustin Hinkel  
**Cc:** Margaret Dunn; Olson, Clay B  
**Subject:** River Entrance Lights Maintenance Quotes  
**Attachments:** Ward Ketring Quote for River Entrance Lights Maintenance Contract.docx; D&L River Entrance Lights Maintenance Quote.pdf

Hi Dustin,

I've contacted 3 contractors to provide quotes on doing quarterly maintenance on the river lights ( 4 times a year, and a 4 year contract).

Quotes received so far are from Ward Kettring and D&L Contracting. (attached).

I also asked Dale Young to provide me a quote. Have not seen it yet.

As I understand it, because the annual contract (around \$3,000) would be under the \$25,000 limit for requesting formal bids, I am trying to get a minimum of 3 quotes. But correct me if I have this wrong.

Thanks,

Geoff Wallat  
UF/IFAS Florida Sea Grant Agent  
UF/IFAS Extension Taylor County

Ph. 850-838-3508 Ext. 305  
203 Forest Park Dr.  
Perry, FL 32348  
<http://taylor.ifas.ufl.edu/>

[www.flseagrant.org](http://www.flseagrant.org)

## **Ward Ketring Quote for River Entrance Lights Maintenance Contract**

**From:** Ward Ketring [mailto:ward@ketring.com]  
**Sent:** Friday, September 26, 2014 8:45 PM  
**To:** Wallat, Geoffrey Kenneth  
**Subject:** RE: River Lights Maintenance

We can renew the contract as is. The only thing I want to except would be the bulb on the Aucilla marker. Last I checked it's \$650.00, but it's a LED and it's suppose to last forever.

**From:** Wallat, Geoffrey Kenneth [mailto:gwallat@ufl.edu]  
**Sent:** Thursday, September 25, 2014 3:59 PM  
**To:** Ward Ketring  
**Subject:** RE: River Lights Maintenance

Yes. Ladders on all 4 platforms now. See attached document of photos. I went out last week to inspect.

Also attached is the last Scope of Work you had with Taylor Co. Board of County Commissioners. Please send me a quotation for quarterly maintenance check (4 times a year) that I can submit to the County. I would like it to be a 4 year contract.

I'd like the annual cost to remain around \$3,000.

Thanks,

Geoff Wallat  
UF/IFAS Florida Sea Grant Agent  
UF/IFAS Extension Taylor County

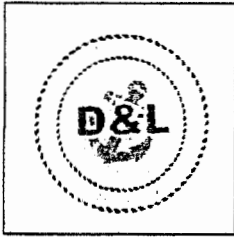
Ph. 850-838-3508 Ext. 305  
203 Forest Park Dr.  
Perry, FL 32348  
<http://taylor.ifas.ufl.edu/>

[www.flseagrant.org](http://www.flseagrant.org)

**From:** Ward Ketring [mailto:ward@ketring.com]  
**Sent:** Thursday, September 25, 2014 3:42 PM  
**To:** Wallat, Geoffrey Kenneth  
**Subject:** Re: River Lights Maintenance

Yes, interested . Are there ladders on them now, Aucilla as well?

Ward Ketring  
Sent from my iPhone tin can and strings



D & L Contracting, LLC  
Post Office Box 116  
Suwannee, Florida 32692  
352-542-8389-phone  
352-542-0443-fax  
dlcontracting@dlcontractingllc.com  
www.dlcontractingllc.com

### Taylor County River Entrance Lights Maintenance

The work consist of inspecting, testing and maintaining Taylor County's four (4) river entrance lights. Theses lights are located at the mouths of Aucilla, Econfinia and Fenholloway Rivers, as well as at the mouth of Spring Warrior Creek. The lights and structures will be inspected and maintained each quarter during the contract period. We will be available on an "on call" basis to repair river entrance lights. If major function or structural repairs to river entrance lights are deemed necessary, a written estimate will be generated prior to performing work for approval. A written report will be submitted quarterly to the Taylor County Board of Commissioners with the details of the performance and condition of each river entrance lights including replacement parts used, as well as the condition of the wooden structures.

Inspection Cost: \$3,879.40

Carly Gray  
Carly Gray-Contractor

10-1-14  
Date

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to ratify the Board Chairman's signature on the Certificate Of Acceptance Of Subgrant Award for the 2014-2015 Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

**MEETING DATE REQUESTED:**

December 16, 2014

**Statement of Issue:** Board to ratify the Board Chairman's signature on the Certificate Of Acceptance for the 2014-2015 FDLE JAG grant. The County has been the lead administrator of this grant for several years on behalf of the Sheriff's Department. The funds must be used to prevent and control crime.

**Recommended Action:** Ratify the Board Chairman's signature on the Certificate Of Acceptance for the FDLE JAG grant.

**Fiscal Impact:** The County has received a grant in the amount of \$45,221 to be used by local law enforcement. The Sheriff's Department will receive \$22,611 and the City of Perry will receive \$22,610 for drug eradication programs. No cash match is required.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board approved the grant application for funding assistance at the August 19, 2014 meeting. The Board has been the lead agent for this grant for several years working closely with the Sheriff's Department. The grant funds will be used by local law enforcement for activities that prevent and control crime and the drug eradication programs.

**Attachments:** Certificate Of Acceptance Of Subgrant Award

State of Florida  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2015-JAGC-TAYL-2-R3-158, in the amount of \$ 22,611.00, for a project entitled, TAYLOR COUNTY DRUG ERADICATION TASK FORCE, for the period of 10/01/2014 through 09/30/2015, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

  
(Signature of Subgrantee's Authorized Official)

Patricia "Pat" Patterson  
(Typed Name and Title of Official) Chair Board of  
County Commissioners

Taylor County Board of County Commissioners  
(Name of Subgrantee)

December 3, 2014  
(Date of Acceptance)

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



Board to ratify the County Administrator's signature on the 2021 Florida Department of Transportation (FDOT), Transportation Alternatives Program application for Phase II of the Old Dixie Highway Sidewalk Project.

**MEETING DATE REQUESTED:**

December 16, 2014

**Statement of Issue:** The Board to ratify the County Administrator's signature on the 2021 FDOT Transportation Alternative Program application requesting funding assistance for the construction of a 2.8 mile sidewalk from the intersection of Old Dixie Highway and Plantation Road to the intersection of Old Dixie Highway and Foley Road.

**Recommended Action:** Ratify County Administrator's signature.

**Fiscal Impact:** The County has requested funding assistance in the amount of \$339,000 and has requested a waiver of match.

**Budgeted Expense:** Y/N

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The FDOT Transportation Alternative Program applications are submitted five to six years in advance. These funds can be used for the construction of off-road pedestrian and bicycle facilities, safe routes to schools projects, trails, trailheads, walkways, and other applicable infrastructure projects. The County must own all right of way required for the project prior to grant application submission. The County held public hearings October 21 and November 3, 2014 and approved submitting application for the Phase II of the Old Dixie Highway Sidewalk Project. The County was awarded funding in the amount of \$328,000 by this program the 2020 funding cycle to construct sidewalks from the corner of Jefferson Street and Old Dixie Highway to the corner of Plantation

**Road and Old Dixie. There have been two pedestrian fatalities on Old Dixie Highway in the past two years.**

**Attachments: Application and support documentation**



## 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

DUSTIN HINKEL, 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

December 1, 2014

Mr. Barney Bennette, PE  
Florida Department of Transportation, District 2  
Strategic Intermodal System Coordinator  
Transportation Alternative Program Coordinator  
1109 S. Marion Avenue, MS #2007  
Lake City, Florida 32025-5874

Re: Transportation Alternatives Program

Dear Mr. Bennette,

Enclosed please find our application for the Transportation Alternatives Program for Fiscal Year 2021. We are submitting an application for a project known as "Old Dixie Highway Sidewalk Phase II". The County submitted an application for Phase I of the project for the Fiscal Year 2020 funding cycle. The Phase I application was approved for FY 2020 programming.

If you should need any additional information, please do not hesitate to contact me at (850)838-3553 or [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com). Thank you for your consideration of our application.

Best regards,

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

Melody Cox  
Grants Director

# Old Dixie Highway Sidewalk Project Phase II

Taylor County Board of Commissioners



Florida Department of Transportation  
Transportation Alternatives Program (TAP) 2021

## **TABLE OF CONTENTS**

### **APPLICATION:**

- **ATTACHMENT 1—RESOLUTION**
- **ATTACHMENT 2—MAP**
- **ATTACHMENT 3—DOCUMENTATION OF OWNERSHIP**
- **ATTACHMENT 4—PICTURES OF SITE**
- **ATTACHMENT 5—LETTERS OF SUPPORT/MISCELLANEOUS**
- **ATTACHMENT 6—CR-30 RESURFACING PLANS**



FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION ALTERNATIVES PROGRAM  
APPLICATION

District 3  
February 2014

**APPLICANT INFORMATION**

Date: November 21, 2014

**PROJECT SPONSOR:** Taylor County Board of Commissioners

**CONTACT PERSON:** Melody Cox

**TITLE:** Grants Director

**ADDRESS:** 201 East Green Street, Perry FL,

**ZIP:** 32347

**PHONE:** 850-838-3553

**FAX:** 850-838-3563

**EMAIL:** melody.cox@taylorcountygov.com

**PROJECT SPONSOR'S LOCAL AGENCY PROGRAM (LAP) CERTIFICATION STATUS:**

☐ Currently LAP Certified  
Year of Certification:

☒ Not LAP Certified

☐ Seeks Project Specific Certification

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**PROJECT INFORMATION**

**PROJECT PRIORITY NO.:** 1

**PROJECT TITLE:** Old Dixie Highway Sidewalk Project Phase II

**PROJECT LOCATION:** The proposed sidewalk will be located on publicly owned right of way on Old Dixie Highway from the intersection of Old Dixie Highway and Plantation Road to the intersection of Old Dixie Highway and Foley Road.

**PROJECT LENGTH:** 2.8 Miles

**TERMINI:** The intersection of Old Dixie Highway and Plantation Road to the intersection of Old Dixie Highway and Foley Road.

**BRIEF PROJECT DESCRIPTION:** Construction of a 2.8 mile sidewalk adjacent to Old Dixie Highway from the intersection of Old Dixie and Plantation to the intersection of Old Dixie and Foley Road. The sidewalk will be located on existing publicly owned right of way and will be a minimum of five feet wide to provide handicap accessibility.

**PROJECT IS SUBMITTED UNDER WHICH ELIGIBLE PROGRAM TYPE:**

☒ Transportation Alternative, defined in 23 USC 101

☒ Recreational Trail, defined in 23 USC 206

☐ Safe Routes to School, defined in 23 USC 402 note, Public Law 109-59  
(Safe Routes to School Application *must* accompany this application)

☐ Roadway construction within former interstate routes or other divided highways



## QUALIFYING ACTIVITIES

Check the Transportation Alternative activity that the proposed project will address. Please check one activity that represents the majority of the work proposed. (Note: Checking more activities does not ensure or increase eligibility.) Eligible activities must be consistent with details described under 23 U.S.C. 101(a)(29) and 213(b).

- ☒ Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
- ☒ Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- ☐ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users
- ☐ Construction of turnouts, overlooks, and viewing areas
- ☐ Community improvement activities, which include but are not limited to:
  - ☐ Inventory, control, or removal of outdoor advertising
  - ☐ Historic preservation and rehabilitation of historic transportation facilities
  - ☐ Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control
  - ☐ Archaeological activities relating to impacts from implementation of a transportation project eligible under title 23
- ☐ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
  - ☐ address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
  - ☐ reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- ☐ The safe routes to school program eligible projects and activities listed at section 1404(f) of the SAFETEA-LU: (***A Safe Routes to School application must accompany this application.***)
  - ☐ infrastructure-related projects
  - ☐ Noninfrastructure-related projects
  - ☐ Safe Routes to School Coordinator
- ☐ Planning, designing, and constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

## **PROJECT DESCRIPTION**

**Roadway Name and/or Number:** Old Dixie Highway, Perry, FL  
Old Dixie Highway is also known as CR 30.

*(A location map with aerial view must be attached)*

☒ **On-System Project**      ☐ **Off-System Project**  
(State Roadway)                      (Local Roadway)

**Project Termini-**      **Begin:** Old Dixie Highway and Plantation Road      **End:** Old Dixie Highway and Foley Road

**Project Length:** 2.8 Miles

**Scope of Work** *(Attach conceptual plans if available):*

Taylor County is requesting funding assistance FY 2021 for the construction of a 2.8 mile sidewalk to be located on publicly owned right of way on Old Dixie Highway (CR 30). The beginning termini of the project will be from the corner of Old Dixie Highway and Plantation Road and end at the corner of Old Dixie and Foley Road. FDOT approved the programming of funding in FY 2020 for the construction of a sidewalk on Old Dixie from the corner of Jefferson and Old Dixie to the corner of Plantation Road and Old Dixie. If approved, the FY 2021 funding will complete the proposed sidewalk project for the Old Dixie Highway corridor. The sidewalk will be located on the west side of Old Dixie Highway. The preferred method of construction is concrete. When complete, the sidewalk will provide a safe route of travel for the many pedestrians and bicycle riders in the residential areas located along Old Dixie.

**Summarize any special characteristics of the project** *(Provide Typical Section drawings and describe the typical section here.):*

The Old Dixie Highway corridor is 4.33 miles and FDOT approved programming funding assistance in FY 2020 for 1.53 miles of sidewalk. This application is requesting funding for 2.8 miles of sidewalk which will complete the corridor. The proposed sidewalk will have no negative impact on the environment and there is no sensitive habitat in the immediate area of the proposed sidewalk. Old Dixie Highway, also known as CR 30, was resurfaced in 2007. Surveys and applicable environmental studies were completed at that time. The resurfacing project was FDOT Financial Project ID # 418643-2-58-01.

**Describe existing right-of-way ownerships along the project** *(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):*

Old Dixie Highway is also known as CR 30 and there is sufficient right of way for the proposed sidewalk. The State of Florida owns the right of way along Old Dixie Highway from the intersection of Old Dixie and Jefferson Street to the intersection of Old Dixie and Foley Road. Documentation of public ownership is included in Attachment 3.

**Is right-of-way acquisition proposed? If Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way.**

☐ Yes      ☒ No

**Provide any additional project specific information that should be considered.**

Phase I and II of the Old Dixie Highway Sidewalk project will provide connection to the heavily used sidewalks on Jefferson Street. Jefferson Street is one of the main thoroughfares through Perry and numerous retail, medical, and other business facilities are located along the Jefferson Street corridor. The proposed sidewalk will provide a safe route of transportation to the many citizens who walk along Old Dixie to reach the "in town" shuttle pickup locations. The shuttle provides transportation to 22 businesses and public facilities in the City of Perry. The sidewalk will accommodate numerous residential neighborhoods which are primarily low income. Many of the citizens who live in the area, have no other option except walking to reach various businesses and public facilities. In the past two (2) years there have been two (2) pedestrian fatalities on Old Dixie Highway.

## PROJECT IMPLEMENTATION INFORMATION

- Project phases included in funding request:
- ☐ Planning Activities
  - ☐ Project Development & Environment Study
  - ☒ Preliminary Engineering/Final Design Plans
  - ☒ Construction
  - ☒ Construction Engineering & Inspection

### Describe any project work phases that are currently underway or have been completed.

Old Dixie Highway Phase I has been approved and programmed for 2020 by FDOT. Phase I is a 1.53 mile sidewalk which will be located from the corner of Old Dixie Highway and Jefferson Street to the corner of Old Dixie and Plantation Road. Old Dixie Highway, also known as CR 30, was resurfaced in 2007. Surveys and other required planning and environmental studies were completed at that time. Contract Plans for the resurfacing project are included in Attachment 6.

### Describe the proposed method of performing and administering each work phase of the project. (If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the entity must be certified to administer Federal Aid project in accordance with the Department Local Agency Program (LAP) Manual (Topic No. 525-010-300).)

Refer to Chapter 18 of the LAP Manual requirements regarding use of consultants.

Planning	PD&E	Design	R/W Acquisition	Construction
<input type="checkbox"/> Applicant's Staff	<input type="checkbox"/> Applicant's Staff	<input type="checkbox"/> Applicant's Staff	<input type="checkbox"/> Applicant's Staff	<input type="checkbox"/> Applicant's Staff
<input type="checkbox"/> Applicant's Cons	<input type="checkbox"/> Applicant's Cons	<input type="checkbox"/> Applicant's Cons	<input type="checkbox"/> FDOT	<input type="checkbox"/> Applicant's CEI
<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input checked="" type="checkbox"/> FDOT		<input checked="" type="checkbox"/> FDOT

### Have any public information, or community, meetings been held? ☒ Yes ☐ No

Two advertised public hearings were held October 21st and November 3rd, 2014. Information in reference to the proposed sidewalk project and the County's application requesting funding assistance to the TAP is also available to the public at [www.taylorcountygov.com](http://www.taylorcountygov.com).

### Describe public, and private, support for the project. (Examples: petitions, written endorsements, resolutions, etc.)

A Resolution and letters of support are included in the application attachments. Two public hearings were held October 21st and November 3, 2014. No negative input was received from the public. Due to the two pedestrian fatalities in the past two years and high pedestrian use along the edge of the road, there have been numerous requests for a sidewalk along Old Dixie Highway.

### Explain the proposed ownership and maintenance responsibilities for the project when complete?

Taylor County will own and assume all responsibility of the Old Dixie Highway Sidewalk including maintenance and trash and/or debris removal. All regulations and standards required by the Florida Department of Transportation (FDOT) will be met and abided by Taylor County. Documentation of the right of way ownership is included in the application attachments.

### Are matching funds being applied to the project? If so, explain any limitations to those funds. ☐ Yes ☒ No

Taylor County is designated as a County of "critical economic concern" and a "Rural Area of Opportunity". The County is eligible for the Rural Economic Development Initiative (REDI) and is respectfully requesting a waiver of match. The County will provide administrative and engineering services as so requested.

**Provide any additional implementation information that should be considered.**

There have been two (2) pedestrian fatalities on Old Dixie Highway in the past two years. There are numerous residential communities located along the Old Dixie corridor. A large portion of the residential areas are low income and many of the citizens have no other means of transportation other than walking. Jefferson Street is one block from Old Dixie and is one of the main commercial and business related thoroughfares in the City of Perry. South Side Park is located at the corner of Old Dixie and Plantation and is heavily used by citizens- particularly children- who live in the residential communities in the area.

It should also be noted Old Dixie Highway is a heavily used route of travel to Taylor County's key employer, Georgia Pacific Cellulose (Buckeye) on Foley Road. Old Dixie is also a main route of travel to several other key employers (United Welding, RDS, Thule, Foley Land & Timber).

Taylor County is a fiscally constrained County and designated as one of "critical economic concern" and a "Rural Area of Opportunity". The Old Dixie Highway sidewalks are a critical local need and funding assistance for the design, engineering, and construction of the sidewalks is desperately needed.

## PROJECT COST ESTIMATE

**Below, provide a summary of the estimated cost for the work being proposed. (A detailed project cost estimate must be attached to this application.)**

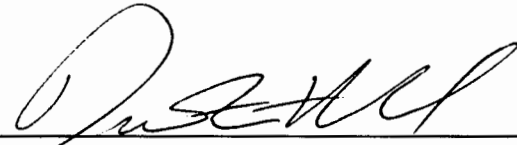
Planning Activities	
Project Development & Environment Study	
Preliminary Engineering / Final Design Plans	\$29,000
Construction	\$290,000
Construction Engineering & Inspection Activities	\$20,000
Other (Describe) _____	
<b>Total Estimated Cost</b>	<b>\$339,000</b>

## PROJECT FUNDING

<u>TA FUNDS</u>	<u>LOCAL FUNDS</u>	<u>TOTAL</u>
\$339,000	-0-	\$339,000
<u>TA FUND %</u>	<u>LOCAL FUND %</u>	<u>TOTAL</u>
100%	-0-	\$339,000

## CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Taylor County BOCC (sponsoring entity) and that said entity will: (1)provide any required funding match; (2)enter into a maintenance agreement with the Florida Department of Transportation, as necessary; (3)comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4)comply with NEPA process prior to construction which may require involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction; and (5)support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and that Taylor County BOCC (sponsoring entity) will follow through on the project once programmed in the Florida Department of Transportation's Work Program.

  
\_\_\_\_\_  
*Signature*

Dustin Hinkel

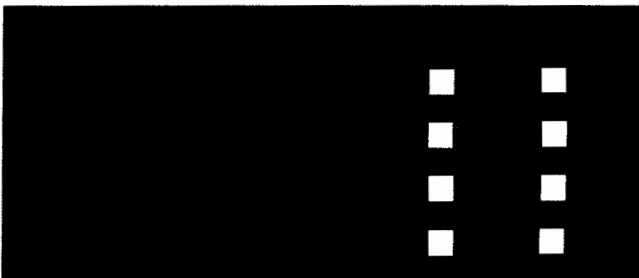
\_\_\_\_\_  
*Print Name*

County Administrator

\_\_\_\_\_  
*Title*

November 21, 2014

\_\_\_\_\_  
*Date*





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

Upon motion of Commissioner DeVane with second by  
Commissioner Page and vote of unanimous the Taylor County Board of  
Commissioners, adopt the following resolution:

### RESOLUTION

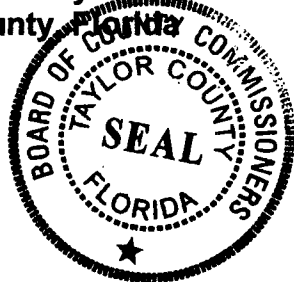
**Whereas**, The State of Florida, Department of Transportation has established the  
Transportation Alternative Program (TAP), and


**Whereas**, the Taylor County Board of Commissioners is eligible to receive funding  
assistance under this program for projects which include on- and off-road pedestrian and bicycle  
facilities, infrastructure projects for improving non-driver access to public transportation and  
enhanced mobility, community improvement activities, and environmental mitigation;  
recreational trail program projects; safe routes to school projects; and projects for the planning,  
design, or construction of boulevards and other roadways largely in the right-of-way of former  
Interstate System routes or other divided highways.

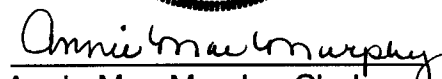
**Therefore, be it resolved by the Board**, That the Taylor County Board of  
Commissioners will submit an application to the 2021 funding cycle of the Florida Department of  
Transportation, Transportation Alternative Program (TAP) requesting funding assistance for the  
construction of a sidewalk from the corner of Old Dixie Highway and Plantation Road to the  
corner of Old Dixie Highway and Foley Road.

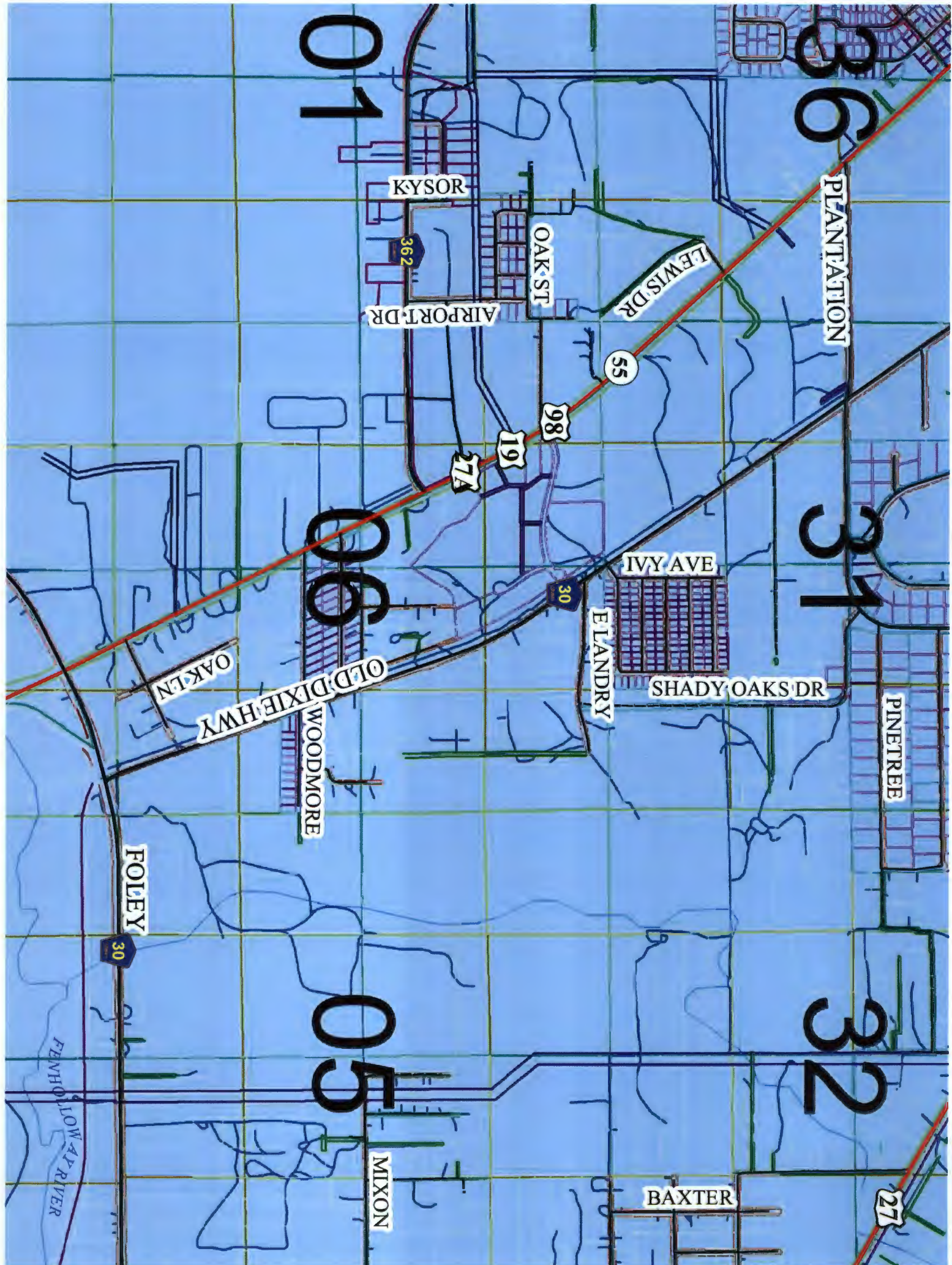
**Done and Ordered** in regular session at Perry, Florida this <sup>17th</sup> 18<sup>th</sup> day of November, 2014,  
A.D.

Board of County Commissioners  
Taylor County, Florida



By:   
Chairman

Attest:   
Annie Mae Murphy, Clerk



36

PLANTATION

31

32

01

06

05

KYSOR

OAK ST

LEWIS DR

55

98

19

74

AIRPORT DR

IVY AVE

ELANDRY

SHADY OAKS DR

PINETREE

OAK LN

OLD DIXIE HWY

WOODMORE

FOLEY

30

FENHOLLOW RIVER

MIXON

BAXTER

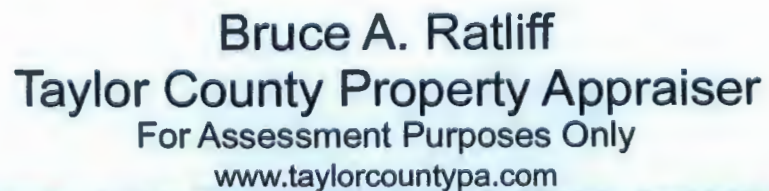
27



**Legend**

 U. S. Highway

 County Road

Feet  
0.6320  
0.6320

SEC TWP RGE SUBD BLK LOT  
25 04 07 04423 500  
NAME:STATE OF FLORIDA  
ADD :  
ADD :  
ADD :  
CSZ :TALLAHASSEE  
911 :

LEGAL: LEG 0017.65 ACRES  
RIGHT OF WAY  
PAVED RD KNOWN AS OLD DIXIE HWY  
RUNNING FROM JEFFERSON ST TO HWY 30

FL 32304

LAND : \$5,000  
AGR-VAL : \$  
EX-FEAT : \$  
BUILDING : \$  
MARKET--->: \$5,000  
ASSESSMT->: \$5,000

TD :PE EXEMPTION :90  
DOR :8007 EX-AMT :

HXYR :2008  
TAX BILL: \$.00

LAND	UNIT-PRICE	LAND UNITS	APPRAISED
UNIT-	\$5,000.00	1.00	\$5,000

PROT CAP : \$5,000  
UPROT CAP : \$  
TOT ASMT->: \$5,000

EXEMP AMT : \$5,000

TAXABLE-->: \$-SCH \$-CO \$-OTH \$-CTY  
0-NXT,1-PRV,3-REKEY,4-MENU,5-BLDS,8-SALES,9-PRC,V-VALUE,L-LEGAL  
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL -

# *North End of Old Dixie Highway*



***Southside Park adjacent to  
corner of Plantation and  
Old Dixie***



# ***Proposed Sidewalk Area***



# ***Proposed Sidewalk Area***



# *Area of Fatality*



# *South End of Old Dixie Highway*





224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

December 2, 2014

Ms. Melody Cox  
Taylor County Florida  
Taylor County Courthouse  
108 North Jefferson Street  
Perry, FL 32347

Dear Ms. Cox,

The City of Perry enthusiastically supports and endorses Taylor County's grant application for the Transportation Alternatives for sidewalks along Old Dixie Highway.

The implementation of this grant would improve significantly the safety of our citizens as they walk to the various businesses and retail outlets in the area.

Sincerely,

  
Bob Brown, City Manager

---

## Local Coordinating Board for the Transportation Disadvantaged

To: Melody Cox  
Taylor County Administrative Complex  
201 E Green Street.  
Perry FL, 32347

Dear Ms. Cox

On behalf of the Local Coordinating Board for Taylor County Transportation Disadvantaged, please accept this letter of support for the grant application to the Transportation Alternatives Program. We fully endorse the County's application for the Old Dixie Highway Sidewalk Phase II. Old Dixie Highway is a very busy road which has quite a few pedestrians and bicycle riders.

Often we hear from citizens at the LCB meetings, about not having a safe means of travel along Old Dixie. We were very excited when the first phase of the project from Jefferson Street and Old Dixie to the corner of Plantation Road and Old Dixie was included in the FDOT work plan. There have now been two pedestrian fatalities on Old Dixie Highway in the past two years.

Thank you for your consideration of this project.

Sincerely,



Theresa Copeland

Vice – Chairman  
Taylor County  
Local Coordinating Board  
for the Transportation Disadvantaged



## Man, 21, dies after being struck twice by vehicles

A 21-year-old Perry man was killed after being struck by two vehicles Wednesday night, Jan. 15, on Old Dixie Highway.

Justin Cruce was a pedestrian on the highway when a crossover SUV hit him around 8 p.m. on



Justin J. Cruce

a stretch of highway just south of O'Quinn Road.

"The first driver stopped and called 911, and did everything a driver is required to do. He then witnessed a second vehicle hit the pedestrian," Perry Police Department PPD Jamie Cruse said.

Doctors' Memorial Hospital (DMH) EMS responded to the scene and transported Cruce to the hospital, where he was pronounced dead.

A skateboard was found at the scene and investigators said they do not know if Cruce was "one it or carrying it."

The second vehicle involved in the crash fled the scene and police are searching for additional

information on it.

The driver of the first vehicle, a 37-year-old Taylor County resident whose home is in the area where the crash happened, has not been charged at this time.

"Our investigation is still on-going. There is nothing to indicate that alcohol or (other) impairment was involved, at least in a portion of the crash. The first driver was not injured and his vehicle is being held for processing, as is common when traffic fatalities occur," Cruse said.

The first vehicle that struck Cruce was traveling north on Old Dixie Highway; the second vehicle was traveling south.

The fatality happened

approximately two-tenths of a mile north of the site of a vehicle crash that claimed the life of a Taylor County teen several years ago and was just 1.2 miles north of the site of a similar hit-and-run fatality crash that claimed the life of Hugh Poppell, 41. (An arrest was recently made in that case.)

City officials noted that Old Dixie Highway is a county-owned road and the city is not responsible for any lighting along the highway.

"We have placed lights at intersections where city streets meet the highway," the official said.

Funeral arrangements are being handled by Burns Funeral Home and are pending.



The county is pursuing grant funds that would be earmarked for the year 2020 to construct a sidewalk along Old Dixie Highway. Above, evidence markings show where a skateboard was recovered at the scene.

## Bridge accident leaves 1 dead

The Taylor County Sheriff's Office is looking into a construction-related accident that left one dead Thursday, Jan. 16.

The incident happened on U.S. Highway 98 where crews are putting the final touches on the new bridge crossing the Aucilla River.

"We can confirm there was a fatality. There are no indications this was anything other than an accident, but we are investigating," Capt. Ron Rice said.

The accident happened around 11:30 a.m. and the victim's name had not yet been released as of presstime Thursday.

## A TAYLOR COUNTY FIRST



Those who pick up this week's issue of "Sports Illustrated" will see a familiar face: New England Patriots running back LeGarrette Blount. The Perry native is featured on the cover to promote coverage of this Sunday's AFC Championship Game featuring the Patriots and the Denver Broncos. Last weekend, Blount rushed for four touchdowns against the Indianapolis Colts.

## City council declares emergency action to back police officer

The Perry City Council took emergency action Tuesday night to stand behind a police officer who has been named in a civil suit filed by a local resident recently acquitted of the lewd battery and molestation of a minor.

City Manager Bob Brown told the council he had received notification earlier that day from the city's insurance adjuster that the company would not cover attorney expenses on the officer's behalf related to the suit.

Mayor Daryll Gunter said, "He (the officer) was working under the scope of doing his job and an individual has now filed a

personal suit against him. My hope is the council will (take action) to give peace of mind to that officer that the council will do what it needs to do to secure legal council for him."

"We're not sure why the insurance company—which initially said it would cover him—is now saying they won't...our broker doesn't understand why they won't and the attorney (for the officer) doesn't understand either," Brown said.

City Attorney Ray Curtis advised the council it could offer assistance on a short-term basis, but would need to follow up that action by giving public notice and putting the issue on the

agenda for its next meeting.

"I would hate to leave this officer hanging for two weeks," Gunter said.

Councilman Mike Deming then made a motion to declare the need to provide assistance to the officer an emergency action. Councilman Don Cook seconded and it passed unanimously.

Deming then made a motion to state that the city would cover any attorney's fees related to the suit on the officer's behalf, if needed, for the short-term duration before the council's next (Jan. 28) meeting.

Cook again gave a second

→ Please see page 4

## We Are REDI

[Home](#) > 
 [Business Growth and Partnerships](#) > 
 [Rural and Economic Development Initiative](#) > 
 [REDI Message from the Governor](#) > 
 [We Are REDI](#)

For Businesses and  
Entrepreneurs

For Employers

Rural and Economic  
Development Initiative

### REDI Message from the Governor

**We Are REDI**

[REDI Reports](#)

[REDI Resource Listing](#)

### Rural Definition

[Rural Communities](#)

[Statute 288.0656](#)

[Rural Strategic Plan of  
Work](#)

### Rural Areas of Opportunity

#### Economic Development

[Regional Rural  
Development Grants](#)

[Rural Infrastructure Fund](#)

[Rural Revolving Loan  
Program](#)

[REDI Resources](#)

### Florida Resource Directory

Reemployment  
Assistance

### We Are REDI

Section 288.0656, Florida Statutes, establishes the Rural Economic Development Initiative (REDI) to better serve Florida's rural communities by providing a more focused and coordinated effort among state and regional agencies that provide programs and services for rural areas.

### REDI:

- ▶ Responds to specific community needs and requests.
- ▶ Works with communities to improve their rural economies.
- ▶ Assists communities in improving access to housing, health care, and educational opportunities.
- ▶ Recommends waivers of provisions of economic development programs on a project-by-project basis.
- ▶ Undertakes advocacy, outreach, and capacity building to improve conditions in rural communities.
- ▶ Provides direct access and referrals to appropriate state agencies as well as county and city associations.
- ▶ Reviews and evaluates the impact of statutes and rules on rural communities and works to minimize adverse impact.

### Florida REDI Agencies by Statute Include:

- ▶ [Agency for Health Care Administration](#)
- ▶ [Department of Agriculture & Consumer Services](#)
- ▶ [Department of Children and Family Services](#)
- ▶ [Department of Corrections](#)
- ▶ [Department of Education](#)
- ▶ [Department of Environmental Protection](#)
- ▶ [Department of Health](#)
- ▶ [Department of Juvenile Justice](#)
- ▶ [Department of State](#)
- ▶ [Department of Transportation](#)
- ▶ [Enterprise Florida, Inc.](#)
- ▶ [Fish & Wildlife Conservation Commission](#)
- ▶ [Institute of Food and Agriculture Sciences](#)
- ▶ [The Florida Regional Planning Councils](#)
- ▶ [VISIT FLORIDA, Inc.](#)
- ▶ [Water Management Districts](#)
- ▶ [Workforce Florida, Inc.](#)

### Additional REDI Partners Include:

- ▶ [Department of Elder Affairs](#)
- ▶ [Florida Association of Counties](#)
- ▶ [Florida League of Cities](#)
- ▶ [U.S.D.A. Rural Development](#)

### Contacts

**Sherri Martin**

[E-mail](#)

(850) 717-8520

The Caldwell Building 107  
East Madison St., MSC 160  
Tallahassee, FL 32399

## Rural Areas of Opportunity

Home > Business Growth and Partnerships > Rural and Economic Development Initiative > Rural Areas of Opportunity

For Businesses and  
Entrepreneurs

For Employers

Rural and Economic  
Development Initiative

### REDI Message from the Governor

We Are REDI

REDI Reports

REDI Resource Listing

### Rural Definition

Rural Communities

Statute 288.0636

Rural Strategic Plan of  
Work

### Rural Areas of Opportunity

#### Economic Development

Regional Rural  
Development Grants

Rural Infrastructure Fund

Rural Revolving Loan  
Program

REDI Resources

### Florida Resource Directory

Reemployment  
Assistance

Rural Areas of Opportunity (RAO) are defined as rural communities, or a region composed of rural communities, that have been adversely affected by extraordinary economic events or natural disasters. The Governor by executive order may designate up to three RAOs, which establishes each region as a priority assignment for REDI agencies and allows the Governor to waive criteria of any economic development incentive including, but not limited to: the Qualified Target Industry Tax Refund Program under section 288.106 F.S., the Quick Response Training Program and the Quick Response Training Program for participants in the welfare transition program under section 288.047 F.S., transportation projects under section 288.063 F.S., the brownfield redevelopment bonus refund under section 288.107 F.S., and the rural job tax credit program under section 212.098 F.S. and section 220.1895 F.S.

#### Florida's Designated RAOs

- ▶ **Northwest Rural Area of Opportunity:** Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the City of Freeport in Walton County. To learn more about the Northwest RAO region, please contact [Opportunity Florida](#).
- ▶ **South Central Rural Area of Opportunity:** DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County). For more information about the South Central RAO region, please contact [Florida's Heartland Regional Economic Development Initiative, Inc.](#)
- ▶ **North Central Rural Area of Opportunity:** Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties. For more information about the North Central RAO region, please contact [North Florida Economic Development Partnership](#).

[Map of Florida's designated RAO regions and Catalyst Sites](#)

### Contacts

Sherri Martin

E-mail

(850) 717-8520

The Caldwell Building 107  
East Madison St., MSC 160  
Tallahassee, FL 32399



14

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



THE BOARD TO RATIFY THE CHAIR'S SIGNATURE ON THE DECEMBER 5, 2014, LETTER TO THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP IN SUPPORT OF ITS REGIONAL RURAL DEVELOPMENT GRANT APPLICATION BEING SUBMITTED TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:**

TAYLOR COUNTY IS ONE OF 14 COUNTIES COMPRISING THE NORTH CENTRAL FLORIDA RURAL AREA OF CRITICAL ECONOMIC CONCERN. THIS LETTER OF SUPPORT WILL ASSIST THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) IN ITS QUEST FOR GRANT MONEY FROM THE DEPARTMENT OF ECONOMIC OPPORTUNITY TO BENEFIT THE ECONOMIC DEVELOPMENT AND GROWTH OF NORTH FLORIDA.

**Recommended Action:** RATIFY THE CHAIR'S SIGNATURE

**Fiscal Impact:** N/A

**Budgeted Expense:**

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

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**



## 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

December 5, 2014

Alex McCoy, Chairman  
North Florida Economic Development Partnership  
3200 Commonwealth Blvd.,  
Suite B  
Tallahassee, FL 32303

Dear Mr. McCoy:

On behalf of the Taylor County Board of County Commissioners, this letter is being sent to you in support of the North Florida Economic Development Partnership (NFEDP) and its Regional Rural Development Grant applications being submitted to the Department for Economic Opportunity to benefit the economic development and growth of North Florida.

Taylor County has been a member of the NFEDP since the inception of the Partnership and continues to support its growth and successes through participation and our per capita membership dues which have already been approved, processed, and forwarded to the NFEDP offices. We anticipate continued progress, not only for Taylor County, but for all of the 14 counties comprising the North Central Florida Rural Area of Critical Economic Concern (RACEC) and are pleased to participate in an active role in this growth.

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia Patterson", is written over a horizontal line.

Patricia Patterson  
Chair  
Taylor County Board of County Commissioners

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Friday, December 5, 2014 1:40 PM  
**To:** Scholz, Diane  
**Cc:** Hendry, Jeffrey; Margaret Dunn  
**Subject:** RE: NFEDP Letter of Support  
**Attachments:** 131211\_NFEDP\_LOS.docx

Margaret, please update the attached letter and arrange for Comm. Patterson to come in and sign it. The signed copy will go on the consent agenda for ratification.

Thanks!

## Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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

201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Scholz, Diane [mailto:dscholz@iog.fsu.edu]  
**Sent:** Friday, December 05, 2014 1:19 PM  
**To:** Dustin Hinkel  
**Cc:** Hendry, Jeffrey  
**Subject:** NFEDP Letter of Support

Good afternoon, Dustin! I sent out an email last week requesting letters of support from all 14 counties. I don't think I had your address correct. The NFEDP is in finalizing the 2015 Regional Rural Development Grant which assists in funding the NFEDP organization. This DEO grant requires letters of support. I've attached the letter Taylor County sent last year. The grant application will be submitted the morning of December 10<sup>th</sup>, so if you will update the attached letter, have the Chairman sign it, scan and email it to me, we would GREATLY appreciate it!

Best regards,  
Diane



**Diane Scholz**  
**Director Rural and Economic Development Services**  
**The John Scott Dailey Florida Institute of Government at**  
**Florida State University**  
**3200 Commonwealth Boulevard, Suite 7**  
**Tallahassee, Florida 32303**  
**Office: 850/487-3309 Cell: 850/728-5191**  
**Email: [dscholz@iog.fsu.edu](mailto:dscholz@iog.fsu.edu)**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO ADOPT A NEW FEE SCHEDULE FOR THE TAYLOR COUNTY HEALTH DEPARTMENT, AS AGENDAED BY PADRAIC JUAREZ, COUNTY HEALTH DEPARTMENT DIRECTOR/ADMINISTRATOR.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:**

**THE LAST FEE SCHEDULE WAS ADOPTED ON OCTOBER 1, 2012. ONLY THE PRIMARY CARE FEES ARE CHANGING. THERE ARE NO PROPOSED CHANGES TO THE CURRENT DENTAL FEES.**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**PADRAIC JUAREZ VIA CHARLOTTE SORRELL**

**Contact:**

**850-584-5087**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**PROPOSED FEE SCHEDULE**

## Margaret Dunn

---

**From:** Sorrell, Charlotte X <Charlotte.Sorrell@flhealth.gov>  
**Sent:** Wednesday, December 3, 2014 12:32 PM  
**To:** Margaret Dunn  
**Cc:** Dustin Hinkel  
**Subject:** 2014-2015 Agenda Request-Taylor CHD-Fee Schedule  
**Attachments:** 2014-2015 Agenda Request-Taylor CHD Fee Schedule.pdf

Ms. Dunn,

I have attached a request and our proposed 2014-2015 Fee Schedule to be placed on the agenda for the next meeting. There are some slight modifications to our fee schedule to update them with our cost for providing the services. I need to point out that if someone comes in on Medicaid they are not charged these fees. They are only for someone coming requesting services that is not covered by Medicaid. Also, that for many of the fees we offer a sliding fee schedule.

Please let me know if you need any additional information.

Thank you,

Charlotte Sorrell  
Business Manager  
Florida Department of Health in Taylor County and Wakulla County  
Phone: 850-584-5087, #131  
Phone: 850-926-0400  
Cell: 850-728-0199  
Fax: 850-926-1938  
[Charlotte.Sorrell@flhealth.gov](mailto:Charlotte.Sorrell@flhealth.gov)

**Mission:** To protect, promote, and improve the health of all people in Florida through integrated state, county, and community efforts.

**Vision:** To be the **Healthiest State** in the Nation

**Values: (ICARE)**

**I**nnovation: We search for creative solutions and manage resources wisely.

**C**ollaboration: We use teamwork to achieve common goals & solve problems.

**A**ccountability: We perform with integrity & respect.

**R**esponsiveness: We achieve our mission by serving our customers & engaging our partners.

**E**xcellence: We promote quality outcomes through learning & continuous performance improvement.

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

Please let me know if you need any additional information.

Upon motion of Commissioner \_\_\_\_\_, with second by Commissioner \_\_\_\_\_, and by unanimous vote, the Board adopted the following Resolution:

RESOLUTION

WHEREAS, the Taylor County Board of County Commissioners are required, pursuant to Chapter 154.06(1), F.S., to establish fees for primary care services offered by the Taylor County Health Department, and

WHEREAS, this schedule of fees has been presented and reviewed by the Taylor County Board of County Commissioners,

NOW, THEREFORE BE IT RESOLVED, that the Taylor County Board of County Commissioners do hereby confirm and adopt the fees on "Attachment 1" attached hereto, for the Taylor County Health Department. Said fee schedule shall be effective December 16, 2014, and in force and effect until changed by Resolution of the Taylor County Board of County Commissioners.

DONE AND ORDERED in regular session at Perry, Florida, this 16<sup>th</sup> day of December, 2014.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
PATRICIA PATTERSON, Chair

ATTEST:

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

**ATTACHMENT I  
2014-2016 FEE SCHEDULE**

<b>DIAGNOSTIC SCREENINGS &amp; PROCEDURES</b>	<b>OFFICE CODE</b>	<b>CURRENT FEE</b>
Chest X-Ray (non-Tuberculosis related)		\$75.00
Tuberculosis Skin Test	88580	\$20.00
Colposcopy		\$100.00
Women's Health Screening (In conjunction with Doctors' Memorial)		\$75.00

<b>CLASSES &amp; OTHER MISCELLANEOUS ITEMS</b>	<b>FEE</b>
Car Seat Ticket Class	\$10.00
Parenting Classes (Non-Healthy Start Clients)	Maximum \$50 Per Person
Smoking Cessation Classes	Maximum \$50 Per Person
General Health Education Classes (Materials + Per Person Fee)	Maximum \$50 Per Person
Domestic Violence Education Classes	Maximum \$50 Per Person
Healthy Workplace Education Classes	Maximum \$50 Per Person
Health Education Classes	Maximum \$50 Per Person
Other Classes Developed Based on Individual Requests and/or Needs	Maximum \$50 Per Person
Implanon or Other IUD Rod Removal/Insertion	Current CBR*
	\$1.00 for 1st 25 pages; additional pages
Copy of Medical Records for Entities as Described in FAC64B8-10.003	\$0.25 each
Notary Fee	\$5.00
Patient Copy of Medical Records/Immunization Records	\$1.00 Per Page

<b>CLINIC SERVICES BASED ON SLIDING FEE SCALE</b>	<b>OFFICE CODE</b>	<b>NEW PATIENT</b>	<b>ESTABLISHED PATIENT</b>
Established Brief/ Limited Office Visit	99211	\$25.00	\$25.00
New Problem/Established Problem Visit	99202/99212	\$74.00	\$43.00
New-Expanded Problem/Established Expanded Problem Visit	99203/99213	Current CBR*	\$80.00
New-Detailed Problem/Established Detailed Problem Visit	99204/99214	Current CBR*	\$108.00
Family Planning-Initial/Annual Exam;	(99XXX), (58300)	Current CBR*	Current CBR*
Family Planning Problem Focused	99212	N/A	\$43.00
Family Planning Supply Visit	99211	\$25.00	\$25.00
Family Planning Counseling Visit	99403	Current CBR*	Current CBR*
Child & Adult Physical Exam		Current CBR*	Current CBR*
Laboratory Tests		Cost + \$15 admin fee	Cost + \$15 admin fee
Athletic Physicals/School Physicals		\$35.00	\$35.00

<b>IMMUNIZATIONS</b>	<b>FEE</b>
All childhood immunizations ages 0-18	No Charge
Hepatitis A Vaccine (per injection) - Adult	\$97.00
Hepatitis B Vaccine (per injection)- Adult	\$89.00
Influenza High Dose for Population 65 Years of Age or Older (Flu shot)	\$40.00
Influenza Low Dose for Population under 65 Years of Age (Flu shot)	\$20.00
MMR vaccine - Adult	\$79.00
Pneumonia vaccine	\$86.00
Rabies Vaccine	Cost + Limited Office Visit (99211)
TDAP	\$49.00
Tetanus/TD - Adult	\$39.00
Other Non-VFC client requested vaccines	Cost + \$15.00 Admin

<b>VITAL STATISTICS</b>	<b>FEE</b>
Certified copy of death certificates, each	\$13.00
Certified copy of birth certificates, first copy	\$13.00

<b>ENVIRONMENTAL HEALTH FEES - COUNTY</b>	<b>FEE</b>
These fees are in addition to State Environmental Health Fees	
TCHD)	\$30.00
Water samples (collected by TCHD staff) 1st sample	\$80.00
Water samples (collected by TCHD staff) 2nd sample at same time	\$74.00
Lab fee for testing low risk animals- Rabies	\$150.00
Surcharge fee for site evaluation for septic tank	\$20.00
Surcharge fee for septic tank application	\$10.00
City Residents: Per City of Perry utility inspection	\$50.00
and cannot be revised by this office.	

\*Current CBR- Current Medicaid Cost Based Reimbursement Rate

## Margaret Dunn

---

**From:** Sorrell, Charlotte X <Charlotte.Sorrell@flhealth.gov>  
**Sent:** Wednesday, December 3, 2014 2:47 PM  
**To:** Margaret Dunn  
**Subject:** RE: 2014-2015 Agenda Request-Taylor CHD-Fee Schedule

Correct

---

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Wednesday, December 03, 2014 2:46 PM  
**To:** Sorrell, Charlotte X  
**Subject:** RE: 2014-2015 Agenda Request-Taylor CHD-Fee Schedule

So, the dental fees remain the same. Right?

---

**From:** Sorrell, Charlotte X [mailto:Charlotte.Sorrell@flhealth.gov]  
**Sent:** Wednesday, December 3, 2014 2:45 PM  
**To:** Margaret Dunn  
**Cc:** Dustin Hinkel  
**Subject:** RE: 2014-2015 Agenda Request-Taylor CHD-Fee Schedule

Margaret,

There were no changes in the fees for dental, so I did not include the dental piece. I can send that to you as well if you would like?

---

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Wednesday, December 03, 2014 2:21 PM  
**To:** Sorrell, Charlotte X  
**Cc:** Dustin Hinkel  
**Subject:** RE: 2014-2015 Agenda Request-Taylor CHD-Fee Schedule

Charlotte, the fee schedule you sent does NOT have the dental fees. The last time the BCC adopted fees, the dental fees were included. Just checking to make sure.

Also, this will go on the consent agenda so Mr. Juarez does not need to be there.

I am typing the resolution that is required for the adoption of the fee schedule. Just need to know about the dental fees. Thank you.

---

**From:** Sorrell, Charlotte X [mailto:Charlotte.Sorrell@flhealth.gov]  
**Sent:** Wednesday, December 3, 2014 12:32 PM  
**To:** Margaret Dunn  
**Cc:** Dustin Hinkel  
**Subject:** 2014-2015 Agenda Request-Taylor CHD-Fee Schedule

Ms. Dunn,

I have attached a request and our proposed 2014-2015 Fee Schedule to be placed on the agenda for the next meeting. There are some slight modifications to our fee schedule to update them with our cost for providing the services. I need to point out that if someone comes in on Medicaid they are not charged these fees. They are only for

someone coming requesting services that is not covered by Medicaid. Also, that for many of the fees we offer a sliding fee schedule.

Please let me know if you need any additional information.

Thank you,

Charlotte Sorrell  
Business Manager  
Florida Department of Health in Taylor County and Wakulla County  
Phone: 850-584-5087, #131  
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Fax: 850-926-1938  
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Please let me know if you need any additional information.

---

**From:** Margaret Dunn [<mailto:margaret.dunn@taylorcountygov.com>]

**Sent:** Friday, November 21, 2014 9:26 AM

**To:** Sorrell, Charlotte X

**Cc:** Dustin Hinkel

**Subject:** RE: Agenda Request Form

Ok, great. We only have one meeting in December and it's on the 16<sup>th</sup>. We will get your fee schedule on that agenda. I will be here Monday.

**From:** Sorrell, Charlotte X [<mailto:Charlotte.Sorrell@flhealth.gov>]

**Sent:** Friday, November 21, 2014 9:18 AM

**To:** Margaret Dunn

**Subject:** RE: Agenda Request Form

I will be in Taylor on Monday and can pick it up and drop off another Agenda Request for the 2014-2015 Fee Schedule.

**From:** Margaret Dunn [<mailto:margaret.dunn@taylorcountygov.com>]  
**Sent:** Friday, November 21, 2014 9:13 AM  
**To:** Sorrell, Charlotte X  
**Subject:** RE: Agenda Request Form

Shall I mail this contract back to you?

**From:** Sorrell, Charlotte X [<mailto:Charlotte.Sorrell@flhealth.gov>]  
**Sent:** Wednesday, November 12, 2014 4:41 PM  
**To:** Margaret Dunn  
**Subject:** RE: Agenda Request Form

Good Afternoon,  
Can you please confirm the date and time of the next meeting?  
Thanks, Charlotte

**From:** Margaret Dunn [<mailto:margaret.dunn@taylorcountygov.com>]  
**Sent:** Tuesday, November 04, 2014 12:33 PM  
**To:** Sorrell, Charlotte X  
**Cc:** Dustin Hinkel  
**Subject:** Agenda Request Form

Our next meeting is Nov 18. The deadline for returning everything to me is Monday, Nov 10. Let me know if we can help with anything.

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 102 Desk  
850-843-6299 Cell  
850-838-3501 Fax  
[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACT FOR THE 2014 U.S. HOMELAND SECURITY GRANT PROGRAM FOR THE PERIOD FROM DATE OF EXECUTION UNTIL DECEMBER 31, 2015 AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR

**Meeting Date:**

December 16, 2014

**Statement of Issue:** THE BOARD TO CONSIDER APPROVAL OF STATE GRANT

**Recommendation:** APPROVE

**Fiscal Impact:** \$ 12,308 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** STEVE SPRADLEY, EM DIRECTOR

**Contact:** 850-838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE DHS FUNDS RECEIVED FROM THE STATE WILL BE USED TO DEVELOP TRAINING & EXERCISES TO TEST THE KNOWLEDGE, SKILLS AND ABILITIES OF PERSONNEL, ORGINIZATIONS, TEAMS AND THE PUBLIC/PRIVATE PARTNERSHIPS.

**Options:**

1. APPROVE
2. NOT APPROVE

**Attachments:**

1. DHS CONTRACT (4 ORIGINALS FOR SIGNATURE)
2.

### **FEDERALLY-FUNDED SUBGRANT AGREEMENT**

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

**THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:**

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

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

**(1) SCOPE OF WORK.**

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

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

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

**(3) PERIOD OF AGREEMENT.**

This Agreement shall begin upon execution by both parties and shall end **December 31, 2015**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

**(4) MODIFICATION OF CONTRACT**

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

**(5) RECORDKEEPING**

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

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

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

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

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

#### **(6) AUDIT REQUIREMENTS**

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

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

The Division at the following address:

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

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

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

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

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

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

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133,

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

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

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

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

#### (7) REPORTS

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

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

#### (8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Justin Williams  
2555 Shumard Oak Blvd. Room 120.03  
Tallahassee, FL 32399-2100  
Telephone: (850) 413-9939  
Fax: (850) 922-8689  
Email: Justin.williams@em.myflorida.com

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

Steve Spradley  
591 E. US Highway 27  
Perry, Florida 32347  
Telephone: 850-838-3575  
Fax: 850-838-3523  
Email: [steve.spradley@taylorcountygov.com](mailto:steve.spradley@taylorcountygov.com)

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

**(14) SUBCONTRACTS**

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

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

**(15) TERMS AND CONDITIONS**

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

**(16) ATTACHMENTS**

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B - Scope of Work

Attachment C – Deliverables & Performance

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

Attachment I – Reimbursement Checklist

Attachment J – Monitoring Guidelines

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$12,308**, subject to the availability of funds.

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

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**TAYLOR COUNTY**

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

Name and Title: \_\_\_\_\_

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

FID# 59-6000879

DUNS# 06 5887796

Include a copy of the designation of authority for the signatory, if applicable.

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Bryan Koon, Director

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

## EXHIBIT – 1

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

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

### Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: Homeland Security Grant Program

Award amount: **\$12,308**

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

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11 and 27P-19. Florida Administrative Code

44 CFR (Code of Federal Regulations) Part 13 (Common Rule)

2 CFR Part 215

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

### Federal Program:

*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform eligible activities as identified FY2014 Department of Homeland Security Funding Opportunity Announcement.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.

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

**ATTACHMENT A**  
**PROGRAM BUDGET**

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.

FY 2014 - Homeland Security Grant Program	Taylor County	Issue 16 – Local Planning, Training & Exercise	\$12,308

## BUDGET DETAIL WORKSHEET

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Taylor County Issue 16 Budget Detail Worksheet– Eligible Activities			
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities			
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives			
Developing related terrorism prevention activities			
Developing and enhancing plans and protocols			
Developing or conducting assessments			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained			
Developing and implementing a community preparedness strategy for the State/local jurisdiction			
Travel/per diem related to planning activities			
Overtime and backfill costs (in accordance with operational Cost Guidance)			
Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response			
Issuance of WHTI-compliant tribal identification cards (SHSP only)			
Activities to achieve planning inclusive of people with disabilities			
	Quantity	Unit Cost	Total Cost
Developing, Delivering, and Evaluating Training			
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			

Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.			
Training Workshops and Conferences			
Activities to achieve training inclusive of people with disabilities			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			
Travel			
Supplies			
Tuition for higher education			
Other items			
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.	1	12,308	12,308
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			
Implementation of HSEEP			
Activities to achieve exercises inclusive of people with disabilities			

Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			

## ATTACHMENT B

### SCOPE OF WORK

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2014 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Issue and Project Description

**Issue 16 – Local Planning, Training & Exercise** - Allows all seven regions to execute multi-disciplinary planning, training and exercises initiatives that will test the knowledge, skills and abilities of personnel, organizations, teams and the public/private partnerships.

#### II. Categories and Eligible Activities

FY2014 allowable costs for this agreement are for the **Planning, Training and Exercise** Categories. Allowable costs have been listed in the "Budget Detail Worksheet" Attachment A.

##### A. Planning

**Examples of allowable planning activities include:**

- **Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, mitigation, response, and recovery activities as identified in the national planning frameworks**
- **Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:**
  - Conducting a THIRA process
  - Implementing the Goal, National Preparedness System, and the Whole Community Approach to Security and Emergency Management including efforts to support strengthening of capacity among whole community partners
  - Pre-event recovery planning
  - Implementing the 2014 National Infrastructure Protection Plan (NIPP) and associated Sector Specific Plans
  - Enhancing and implementing SCIPs and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan (NECP)*
  - Costs associated with the adoption, implementation, and sustainment of the NIMS, including implementing the NIMS Guideline for Credentialing of Personnel
  - Modifying existing incident management and EOPs to ensure proper alignment with the coordinating structures, processes, and protocols described in the National Frameworks
  - Establishing or enhancing mutual aid agreements
  - Developing communications and interoperability protocols and solutions consistent with NIMS/ICS that include communications support for faith-based and voluntary organizations
  - Developing emergency communications SOPs and plain language protocols
  - Integrating emergency communications SOPs across jurisdiction, disciplines, and levels of government
  - Conducting local, regional, and Tribal program implementation workshops

- Developing or updating resource inventory assets in accordance to NIMS-typed resource definitions which are managed by FEMA's National Integration Center (NIC) and can be found at: <http://www.fema.gov/resource-management>
  - Designing State and local geospatial data systems
  - Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the National Preparedness Campaign including America's PrepareAthon! and Ready campaigns, as required by the National Preparedness System; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness
  - Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
  - Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the national Campaign to Build and Sustain Preparedness, including America's PrepareAthon!, as required by the National Preparedness System; the Ready Campaign; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness activities, materials, services, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
  - Preparing materials for SPRs
  - WHTI implementation activities including the issuance of WHTI-compliant Tribal identification cards
- **Conducting statewide emergency communications and preparedness planning, including the following activities:**
    - Conducting/attending planning and governance workshops
    - Engaging and expanding the participation of the whole community in emergency communications planning, response, and risk identification
    - Participating in THIRA development process
    - Collecting and using data (e.g., NECP Goal Assessments, findings from national-level exercises) to assess user needs, capabilities, and gaps, and to facilitate coordination and asset-sharing
    - Assessing emergency communications needs and assets and integrating needs into State plans (e.g., SCIP, SPR, and broadband plans)
    - Coordinating with SWIC, SAA, and State-level planners to ensure proposed investments align to statewide plans (e.g., SCIP, State broadband plan) and comply with technical requirements
  - **Developing related terrorism prevention activities:**
    - Coordinating fusion center efforts with other analytical and investigative efforts including, but not limited to JTTFs, Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers.
    - Developing THIRAs that reflect a representative makeup and composition of the jurisdiction
    - Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections

- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
  - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
  - Developing and planning for information/intelligence sharing groups
  - Integrating and coordinating the fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within designated fusion centers to achieve early warning, monitoring, and mitigation of threats
  - Hiring and training privacy, security, and/or fusion liaison officers (FLO) coordinators to support fusion center operations
  - Integrating and coordinating private sector participation with fusion center activities
  - Developing and implementing preventive radiological/nuclear detection activities
  - Acquiring systems allowing connectivity to State, local, Tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
  - Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
  - Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils
  - Volunteer programs and other activities to strengthen citizen participation
  - Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; Promoting the national Campaign to Build and Sustain Preparedness and the Ready campaign
  - Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
  - CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
  - Underwater Terrorist Protection Plans
- **Developing and implementing a comprehensive model for preventing violent extremism in local communities:**
    - Including existing law enforcement agencies' initiatives and including mechanisms for engaging the resources and expertise available from a range of social service providers, such as education administrators, mental health professionals, and religious leaders;
    - Enhancing engagement with communities to discuss violent extremism in an effort to (1) share sound, meaningful, and timely information about the threat of radicalization to violence with a wide range of groups and organizations, particularly those involved in public safety; (2) respond to concerns about government policies and actions; and (3) increase understanding for how community-based solutions can be supported.
    - Building expertise, including a robust training program to improve cultural competency and to ensure that communities, government, and law enforcement receive accurate, intelligence-based information about the dynamics of radicalization to violence.
- **Developing and enhancing risk centric capabilities-based plans and protocols, including but not limited to:**
    - Community-based planning to advance "whole community" security and emergency management
    - Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland security strategies, policies, guidance, plans, and evaluations
    - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v 2.0

- Planning for the relocation of existing systems operating in the T-Band
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans including such actions to support communications with faith-based and voluntary entities who act as immediate responders in disaster
- Developing or enhancing critical infrastructure planning, to include planning for incidents at chemical facilities
- Developing protocols or SOPs for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber-security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF and the National Disaster Recovery Framework (NDRF)
- Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State EMS systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities, and faith-based organizations in preparedness, mitigation, response, and recovery activities
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Developing plans to educate youth on disaster preparedness
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource

integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols

- Designing and developing State, local, Tribal, and territorial geospatial data systems
  - Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
  - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities
- **Preparing and submitting SCIPs for SHSP, Preparing and submitting reports to the Office of Emergency Communications (OEC) on progress of implementing that State's SCIP and achieving interoperability at the interstate, State, county, regional, and city levels**
  - **Updating and implementing SCIP and TICP to:**
    - Address findings and gaps identified in AARs from real world incidents and planned exercises, NECP Goal assessments, other State-level preparedness reports and assessments
    - Incorporate the National Preparedness System and DHS Whole Community initiatives
    - Address plans for implementation of the Federal Communications Commission (FCC) narrowband requirements
    - Describe strategic broadband planning activities and initiatives in preparation for the future deployment of the Nationwide Public Safety Broadband Network (NPSBN)
  - **Developing or conducting assessments, including but not limited to:**
    - Developing pre-event recovery plans
    - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
    - Participating Regional Resiliency Assessment Program (RRAP) activities
    - Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level (e.g., Communications Assets and Mapping [CASM])
    - Developing border security operations plans in coordination with CBP
    - Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
    - Updating and refining threat matrices
    - Conducting cyber risk and vulnerability assessments
    - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical capability gaps that cannot be met by existing local, regional, and State resources
    - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire service, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
    - Activities that directly support the identification of pre-designated temporary housing sites
    - Activities that support the identification and development of alternate care sites
    - Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
    - Conducting Preparedness research

- Conducting or updating interoperable emergency communications capabilities and broadband needs assessments at the local, regional, or Statewide level
- Soft target security planning (e.g., public gatherings)
- **Developing, hosting, or participating in bombing prevention/counter-improvised explosives device (IED)-specific planning initiatives to include:**
  - Incorporating appropriate IED-specific intelligence and threat analysis when developing and maintaining a THIRA;
  - Conducting inventories and assessments of capabilities or typed resource using the counter-IED-specific DHS National Counter-IED Capabilities Analysis Database (NCCAD) program for use in applicable THIRAs, preparedness reporting, or strategies;
  - Conducting DHS Multi-Jurisdiction IED Security Planning (MJIEDSP) workshops to develop THIRA-based plans and strategies that maximize the use of limited resources;
  - Developing IED hazard-specific EOP annexes.
  - Implementing a Corrective Action Plan (CAP) to close IED-related capability gaps identified through MJIEDSP or other planning processes
- **Continuity of Operations/Continuity of Government (COOP/COG) Planning activities, which include but are not limited to:**
  - Determining essential functions and activities, interdependencies, and resources needed to perform them
  - Establishing orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
  - Providing for the identification and preparation of alternate operating facilities for relocated operations
  - Providing for the regular training, testing, and exercising of COOP personnel, systems, and facilities
  - Providing for reconstitution of agency capabilities and transition from continuity operations to normal operations

**Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained**

**Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments**

**Developing and implementing a community preparedness strategy for the State/local jurisdiction**

**Building and expanding governance structures to:**

- Include representatives from multiple agencies, jurisdictions, disciplines, levels of government, Tribes, rural areas, subject matter experts, and private industry
- Integrate statewide leadership and governance structures into broader statewide planning efforts (e.g., statewide broadband planning activities, grants coordination activities, needs assessments) to ensure emergency communications needs are represented
- Conduct outreach and education on emergency communications needs and initiatives to stakeholder groups

**Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response**

- Allowable volunteer programs and efforts include, but are not limited to: Citizen Corps Councils, partners, and affiliates; CERTs; Fire Corps; Medical Reserve Corps (MRC); Neighborhood Watch/USAonWatch; Volunteers in Police Service (VIPS); and jurisdiction-specific volunteer programs and efforts.
- Establishing and sustaining Citizen Corps Councils
- Working with youth-serving organizations and houses of worship to develop and sustain youth and faith-based preparedness programs

#### **Additional Planning Information**

The National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide grantees and sub-grantees with specialized expertise to improve their emergency plans and planning. TA deliveries are designed specifically to improve and enhance the continuing development of state and local emergency management across the five mission areas of the National Preparedness Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning in light of their jurisdiction's needs. There is no cost to approved jurisdictions for FEMA TA.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by FEMA contract specialists and with the support of FEMA Region operational specialists. While the invitation of participants is up to the requesting jurisdiction, FEMA encourages requesting jurisdictions to include the broadest practical range of its emergency managers and planners in all TA deliveries. TA deliveries should be made open to neighboring jurisdictions. As necessary, FEMA may also invite other Federal experts and practitioners to participate. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently used TA for the same planning issue.

The TA catalog, showing the full range of TA available across all five mission areas and by all providers, and the TA request form can be accessed at <http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division>.

#### **The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

#### **B. Training**

FY 2014 SHSP and UASI funds may be used to support attendance to allowable training deliveries and programs, as described below. FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose. Allowable training-related costs include, but are not limited to, the following:

**Developing, Delivering, and Evaluating Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations, and equipment.

Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, public health issues, chemical facility incidents, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplemental training for

CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager course are strongly encouraged.

- Conducting, hosting, or participating in training related to IED prevention, protection, mitigation, or response to include:
- Awareness and education for the public, private sector and first responders;
- Suspicious activity identification and reporting, including the Surveillance Detection and Bomb-Making Materials Awareness Program (BMAP);
- Management of bomb threats;
- Physical protective measures;
- Diversion control measures for dual-use explosive precursor chemicals, including the Surveillance Detection and Bomb-Making Materials Awareness Program (BMAP);
- Training for specialized IED prevention and protection teams or OPacks such as Public Safety Bomb Squads, Explosives Detection Canine Teams, and Mobile Explosive Device Screening Teams in accordance with applicable guidelines, certification, or accreditation requirements.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).
- Travel. Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- Certification/Recertification of Instructors. States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in IB 193, issued October 20, 2005. Additional information can be obtained at [http://www.fema.gov/good\\_guidance/download/10146](http://www.fema.gov/good_guidance/download/10146).
- Training and exercises for the public or civilian volunteer programs supporting first responders, including CERTs, before, during and after disasters should address the needs of the Whole Community. Allowable training includes: all-hazards safety such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, youth preparedness, public health issues, chemical facility incidents, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS and ICS, volunteer management, serving and integrating people with disabilities, pet care preparedness, training necessary to participate in volunteer activities, fulfill surge capacity roles, integration and coordination of faith community roles, communication in disaster or promotes individual, family, or whole community safety and preparedness. Exercises that include members of the public or that are conducted for the public should be coordinated with local CERTs and/or

Citizen Corps Councils as well as organizations outside of emergency management and focus on the importance of personal preparedness and protective actions.

Per FEMA Grant Programs Directorate Policy FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, issued on September 9, 2013, States, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-FEMA training as long as the training is coordinated with and approved by the State, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. The Policy can be accessed at <http://www.fema.gov/media-library/assets/documents/34856>.

FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the TED Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/rtdc/state/>.

#### **Additional Training Information**

**FEMA Provided Training.** These trainings include programs or courses developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

**Approved State and Federal Sponsored Course Catalogue.** This catalogue lists State and Federal sponsored courses that fall within the FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

**Training Not Provided by FEMA.** These trainings includes courses that are either State sponsored or Federal sponsored (non-FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare State, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

**State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.

**Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both FEMA provided training and other federal and state training can be found at <http://www.firstrespondertraining.gov>.

**Training Information Reporting System ("Web-Forms").** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2014 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support grantees in their own tracking of training.

**FDEM State Training Office conditions:** For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."
- For courses that are non-DHS approved training, recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, recipient must provide a copy of the course materials and sign-in sheets.
- Federally funded projects must be competitively solicited offering open competition. No piggy-backing off existing agreements is allowed. Each award under this grant is a 'new' project and must be competitively bid. FDEM will require suspension and debarment forms for each vendor, copies of solicitation documents and responses, and justification of vendor selection at its discretion. FDEM must pre-approve all scopes of work for projects funded under this agreement.
- The Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

**C. Exercises**

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to

demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's (State of Florida's) formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

**Unauthorized exercise-related costs include:**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM

adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

### **Exercise Requirements**

*Training and Exercise Plan Workshop.* States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to [hseep@dhs.gov](mailto:hseep@dhs.gov).

The Training and Exercise Plan will include the State's program priorities and a Multi-Year Training and Exercise Plan (schedule) that supports the identified priorities and aligned capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to [hseep@dhs.gov](mailto:hseep@dhs.gov), all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of progressive exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. For example, HHS preparedness programs require joint exercises between public health departments, the health care sector and medical countermeasure authorities including law enforcement which could provide collaborative opportunities. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in HSGP-funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple disciplines and/or jurisdictions and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.
- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- **Exercise Evaluation and Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hssep.dhs.gov>.

- **Self-Sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

**FDEM State Training Office conditions for Exercises:** For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the exercise.

- In order to receive payment for successfully conducting an authorized exercise, the Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the exercise.

*The Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.*

- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

Exercise Title:

Location:

Exercise Date:

Exercise Schedule:

Estimated Number of Participants that will be fed:

Estimated Cost for food/water:  
Description of the Exercise:

**D. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 44 Code of Federal Regulation, Section 13.36;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, then the subgrantee must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the subgrantee must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the subgrantee shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the subgrantee must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the subgrantee shall provide copies of solicitation documents including responses and justification of vendor selection.

**E. Piggy-backing**

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

**Section 215.971, Florida Statutes**

Statutory changes enacted by the Legislature impose additional requirements on grant and subgrant agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

(1) An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

(a) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.

(b) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and specify

the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a recipient or subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

**Failure to comply**

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

**Meeting-related expenses** (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

**The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

**F. Unauthorized Expenditures**

- a. Activities unrelated to the completion and implementation of the grant program
- b. Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

**G. National Incident Management System (NIMS) Implementation**

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Framework (NRF). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. Prior to the allocation of any Federal

preparedness awards in FY2014, grantees must ensure and maintain adoption and implementation of NIMS. Additionally, grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS Training Plan. Minimum training includes: IS-100.b Introduction to ICS; IS-200.b ICS for Single Incident and Initial Action Incidents; IS-700. a NIMS: An Introduction. IS-800 NRF: An Introduction, Additional NIMS courses would include: Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to [http://www.fema.gov/emergency/nims/nims\\_training\\_program.pdf](http://www.fema.gov/emergency/nims/nims_training_program.pdf)

#### H. Reporting Requirements

##### 1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 15 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

##### Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15
October 1 through December 31	January 15

##### 2. Programmatic Reporting-BSIR

###### Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

##### 3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. Reimbursements must be requested within 90 calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within 90 calendars of expenditure shall result in denial of reimbursement. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item

number is to be included for every dollar amount listed in the "Detail of Claims" form.

**4. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

**I. Programmatic Point of Contact**

Contractual Point of Contact	Programmatic Point of Contact
Justin Williams FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9939 <a href="mailto:Justin.williams@em.myflorida.com">Justin.williams@em.myflorida.com</a>	Felicia Pinnock FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 <a href="mailto:Felicia.pinnock@em.myflorida.com">Felicia.pinnock@em.myflorida.com</a>

**J. Contractual Responsibilities**

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

## **ATTACHMENT C**

### **DELIVERABLES & PERFORMANCE**

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf) or grant guidance (Funding Opportunity Announcement).

For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining an current Emergency Operations Plan (EOP) are eligible. The Recipient can successfully complete a planning activity either by creating or updating such plan(s).

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course.

**Exercise Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the subgrantee is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.llis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B.**

## ATTACHMENT D

### PROGRAM STATUTES, REGULATIONS AND SPECIAL CONDITIONS

- 1) 53 Federal Register 8034
- 2) Lobbying Prohibitions 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),  
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1975;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, Part 302
- 25) 48 CFR, Part 31
- 26) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133
- 27) Drug Free Workplace Act of 1988
- 28) False Claims Act and Program Fraud Civil Remedies (31 U.S.C. § 3729)
- 29) Fly America Act of 1974
- 30) Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. §2225(a))
- 31) Trafficking Victims Protection Act of 2000
- 32) USA Patriot Act of 2001

#### **Special Conditions**

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
  - A. Administrative Requirements
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

**B. Cost Principles**

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

**C. Audit Requirements**

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
  3. The Funding Opportunity Announcement for this program is hereby incorporated into your award by reference. By accepting these funds, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.
  4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

# ATTACHMENT E

## JUSTIFICATION OF ADVANCE PAYMENT

**RECIPIENT:** \_\_\_\_\_

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

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

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

**ESTIMATED EXPENSES**

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

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

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## **ATTACHMENT F**

### **WARRANTIES AND REPRESENTATIONS**

#### Financial Management

Recipient's financial management system must include the following:

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

#### Competition

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

#### Codes of conduct.

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

#### Business Hours

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

\_\_\_\_\_

#### Licensing and Permitting

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

## ATTACHMENT G



### Subcontractor Covered Transactions

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

SUBCONTRACTOR:

\_\_\_\_\_

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

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## **ATTACHMENT H**

### **STATEMENT OF ASSURANCES**

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

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

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

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

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

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

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

# ATTACHMENT I

## REIMBURSEMENT CHECKLIST

**Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

### Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

### Planning

#### Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has Attachment H (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

### Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total

amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **Exercise**

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **Travel/Conferences**

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If

applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

**Matching Funds**

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

**For All Reimbursements - The Final Check**

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?

## **ATTACHMENT J**

### **Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process**

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

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

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

#### **Frequency of annual monitoring activity:**

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

#### **Areas that will be examined include:**

Management and administrative procedures;  
Grant folder maintenance;

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

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

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

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

- ↓Equipment selection or available vendors
- ↓Eligibility of items or services
- ↓Coordination and partnership with other agencies within or outside the region or discipline

- ✚Record Keeping
- ✚Reporting Requirements
- ✚Documentation in support of a Request for Reimbursement

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

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

#### **On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### **Site Visit Preparation**

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

### **Post Monitoring Visit**

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACT FOR THE CITIZENS CORP/CERT PROGRAM SUBGRANT FOR THE PERIOD FROM DATE OF EXECUTION UNTIL SEPTEMBER 30, 2015 AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR

**Meeting Date:**

December 16, 2014

**Statement of Issue:** THE BOARD TO CONSIDER APPROVAL OF STATE GRANT

**Recommendation:** APPROVE

**Fiscal Impact:** \$ 5,154 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** STEVE SPRADLEY, EM DIRECTOR

**Contact:** 850-838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE CERT FUNDS RECEIVED FROM THE STATE WILL BE USED TO PROMOTE COMMUNITY VOLUNTEERISM AND FOR MEMBER TRAINING AND EQUIPMENT. AN IN-KIND MATCH IS REQUIRED, WHICH WILL BE ACCOMPLISHED BY USE OF EXISTING PERSONNEL AND FACILITIES.

**Options:**

1. APPROVE
2. NOT APPROVE

**Attachments:**

1. CERT CONTRACT (4 ORIGINALS FOR SIGNATURE)
2.

## Steve Spradley

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**From:** Hughes, Virginia <Virginia.Hughes@em.myflorida.com>  
**Sent:** Thursday, November 13, 2014 6:58 AM  
**To:** Steve Spradley  
**Subject:** Agreement  
**Attachments:** Taylor County 15-CI.pdf

Please find the revised FY 2014 EMPG Agreement. CC is coming shortly (if applicable). Please **carefully** read and review the agreements including all attachments prior to signing.

The period of performance for this agreement begins on September 1, 2014, *or date of execution*, whichever is later and shall end September 30, 2015.

Print four (4) sets of the attached agreement and complete as follows:

- All four sets of the Agreement need original authorized signatures;
- If signed by anyone other than the authorized person, a copy of an existing Certificate, Resolution, or Procedure, or a letter signed by the authorized person indicating that they have the authority to enter into Agreements;
- Authorized person's name and title printed where requested;
- Date of signature;
- Enter your Federal Identification Number that is located on signature page; and
- The Budget Detail Worksheet should be completed with anticipated expenditure amounts – This amount should equal your award amount.

Section 13(c), Notice and Contact, must be completed with the name and contact information of the representative of the recipient who will be responsible for the administration of this agreement.

If you intend to request an advance, please make sure that you read and complete all items identified under Paragraph (17) Funding /Consideration. The amount which may be advanced may not exceed the expected cash needs within the first three (3) months of the Agreement term. The request must also be submitted on Attachment F with a detailed justification.

Once completed with the above information and signed, please return all four (4) sets of the agreement to this address:

Florida Division of Emergency Management  
Bureau of Preparedness – Attn: Virginia Hughes  
Florida Citizen Corps Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

A fully executed original agreement will be returned to you accompanied by the required reporting forms. If you have any questions, please do not hesitate to contact me.

**Virginia (Ginny) Hughes**  
Citizen Corps/CERT Coordinator  
Florida Division of Emergency Management  
850-413-9938 (Office)  
850-251-2800 (Cell)

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Taylor County Board of Commissioners**, (hereinafter referred to as the "Recipient"). THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **September 30, 2015**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

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

**(6) AUDIT REQUIREMENTS**

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

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

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

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

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

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

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

The Division at the following address:

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

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

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

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

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

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

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

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

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

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

#### (7) REPORTS

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

(b) Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due thirty (30) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

**Virginia Hughes**  
**Division of Emergency Management**  
**2555 Shumard Oak Boulevard**  
**Telephone: 850-413-9938**  
**Email: virginia.hughes@em.myflorida.com**

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

Steve Spradley  
591 E. US Highway 27  
Perry, Florida 32347  
Telephone: 850-838-3575

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.  
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Deliverables

Attachment D – Reports

Attachment E – Program Statutes, Regulations and Special Conditions

Attachment F – Justification of Advance Payment

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

Attachment I -- Statement of Assurances

Attachment J – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$5,154**, subject to the availability of funds.

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

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

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

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

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

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

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

**(20) LOBBYING PROHIBITION**

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**Taylor County Board of Commissioners**

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

Name and Title: \_\_\_\_\_

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

FID# 59-6000879

DUNS# 06 5887796

Include a copy of the designation of authority for the signatory, if applicable.

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: \_\_\_\_\_

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

## EXHIBIT – 1

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

### Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate

Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant (EMPG) Program 97.042

Award amount: **\$ 5,154**

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

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11 and 27P-19. Florida Administrative Code

44 CFR (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Federal Program: Emergency Management Performance Grant (EMPG) Program

*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform eligible activities as identified FY2014 Department of Homeland Security Funding Opportunity Announcement.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.

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

## ATTACHMENT A

### PROGRAM BUDGET

- Below is a general budget outlining eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the Deliverables on Attachment C.
- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform eligible activities as identified in the Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2014 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.

FY 2014 – Emergency Management Performance Grants Program – CERT EO Number # N2	Taylor County	Planning Expenditures	1000
		Training Expenditures	1500
		Exercise Expenditures	
		Equipment Expenditures	2654

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.			
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives.			
Developing related terrorism prevention activities.			
Developing and enhancing plans and protocols.			
Developing or conducting assessments.			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties).			
Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.			
Developing and implementing a community preparedness strategy for the State/local jurisdiction.			
Travel/per diem related to planning activities.			
Overtime and backfill costs (in accordance with operational Cost Guidance).			
Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.	2	500	1000
Issuance of WHTI-compliant tribal identification cards (SHSP only)			
Activities to achieve planning inclusive of people with disabilities.			
Developing, Delivering, and Evaluating Training	3	300	900
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.			
Training Workshops and Conferences			
Activities to achieve training inclusive of people with disabilities			
Full or Part-Time Staff or Contractors/Consultants	3	200	600
Certification/Recertification of Instructors			
Travel			
Supplies			
Tuition for higher education			

Other items			
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			
Implementation of HSEEP			
Activities to achieve exercises inclusive of people with disabilities			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
<b>Eligible Equipment Acquisition Costs</b> The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <a href="http://llis.gov/">http://llis.gov/</a> . Here is where you will find the appropriate AEL number for the equipment you plan to purchase.	Quantity	Unit Cost	Total Cost
<b>Personal protective equipment 2554</b>			
e.g., 1.12.2.1, Covers, Outer Footwear			

Explosive device mitigation and remediation equipment			
CBRNE operational search and rescue equipment			
Information technology			
Cyber security enhancement equipment			
Interoperable communications equipment			
06CP-01-PORT Portable Radios	10	40	404
Detection Equipment			
Decontamination Equipment (HSGP only)			
Medical supplies			
09ME-01-BAGM Medical Supplies	30	25	750
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			
Inspection and Screening systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)			
CBRNE Prevention and Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
Intervention equipment 21GN-00-CCEQ KITS			
21GN-00-CCEQ KITS	30	50	1500
Public Alert and Warning Equipment			
Disability Access and Functional Needs			

## **ATTACHMENT B**

### **SCOPE OF WORK**

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

#### **I. EO and Project Description**

##### **EO N2 – Citizen Corps and Community Emergency Response Team (CERT) Program –**

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2014 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

#### **II. Categories and Eligible Activities**

Eligible activities are outlined in the Scope of Work for each category below. FY 2014 EMPG allowable costs are divided into the following categories:

- Planning
- Training
- Exercise
- Equipment

Each category's allowable costs have been listed below. Eligible activities should support the above approved projects.

##### **A. Planning**

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

To meet this important objective, EMPG funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils
- Assuring that State and local government homeland security strategies, policies, guidance, plans, and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance "whole community" security and emergency management.
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings
  - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to <http://www.citizencorps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication
  - Allowable expenditures include:
    - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters
    - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers
    - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.
  - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.
  - Allowable expenditures include:
    - Recruiting, screening, and training volunteers (e.g. background checks)
    - Retaining, recognizing, and motivating volunteers
    - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems, and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
    - Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other

- modifications of policies and practices to fully include volunteers with disabilities)
- Evaluating volunteers

## **B. Training**

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.

Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders; or
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to

leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at [http://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf/](http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf/)

#### **Allowable Training Costs**

Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or- part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- **Certification/Recertification of Instructors** Cost associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

#### **FDEM State Training Office conditions:**

For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order the receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."

- For courses that are non-DHS approved training, recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

#### **C. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 44 Code of Federal Regulation, Section 13.36;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, then the subgrantee must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the subgrantee must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the subgrantee shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the subgrantee must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the subgrantee shall provide copies of solicitation documents including responses and justification of vendor selection.

#### **D. Piggy-backing**

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

#### **Section 215.971, Florida Statutes**

Statutory changes enacted by the Legislature impose additional requirements on grant and subgrant agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

(1) An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

(a) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.

(b) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a recipient or subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

**Failure to comply**

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

**E. Exercises**

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2014 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise –** Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants –** Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises. In no case is dual compensation allowable.
- **Travel –** Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies –** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations -** Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- **Other Items –** These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

**Unauthorized exercise-related costs include:**

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

### ***Exercise Requirements***

Exercises conducted with grant funds should evaluate performance of capability targets, established through the development of a jurisdiction's THIRA for the core capabilities needed to address their greatest risk. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

All exercises using grant funds must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtml>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

- Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at <https://www.llis.dhs.gov/hseep>.
- Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations.
- Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in EMPG funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

**FDEM State Training Office conditions for Exercises:** For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Recipient must provide the Division with an EXPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the exercise.

*The Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.*

- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

Exercise Title:  
 Location:  
 Exercise Date:  
 Exercise Schedule:  
 Estimated Number of Participants that will be fed:  
 Estimated Cost for food/water:  
 Description of the Exercise:

- The scenarios used in grant funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in grant funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple disciplines and/or jurisdictions and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.

Federally funded projects must be competitively solicited offering open competition. No piggy-backing off existing agreements is allowed. Each award under this grant is a 'new' project and must be competitively bid. FDEM will require suspension and debarment forms for each vendor, copies of solicitation documents and responses, and justification of vendor selection at its discretion. FDEM must pre-approve all scopes of work for projects funded under this agreement.

## **F. Equipment**

States and Urban Areas are encouraged to fully leverage all EMPG resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed on the web-based version of the Authorized Equipment List on the Lessons Learned Information Sharing site available at <https://www.llis.dhs.gov/knowledgebase>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT, or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

## **1. Program Requirements**

The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)

### **A. PPE Equipment that shall include:**

- Hard hat
- Protective Eyewear
- Dust Mask
- ID Tag
- HEPA Mask

- Tape
- Light Stick
- Latex, or Nitrate Gloves
- Marking Caulk, or Crayon
- Signal Whistle
- Flashlight (simple)
- Bag/Backpack
- Reflective Vest
- Cardboard, or simple splint
- Work Gloves
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

**B. Participant manuals.**

**C. Standard Operating Procedures (SOPs)/Standard Operating Guidelines (SOGs).**

**D. Certificates.**

**E. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.**

The following are required items for the CERT Basic Training Course to be taught under this sub-grant:

1. Use of the full FEMA/EMI/FDEM CERT Basic Training Course G317, (Including the terrorism module and showing the Sheltering-In-Place Video (DVD);
2. Use of a G428 CERT Train-the-Trainer (TTT) qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager, course manager, or lead instructor;
3. Use of a G427 qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager; and
4. Use of an adequate training facility.

It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.

Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone, to monitor/enter data to such a database.

Required Quarterly Reports will be due as indicated in the signed agreement, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of funds during the quarter and any CERT activities that took place.

FDEM reserves the right to change quarterly reporting due dates when to do so would be in the best interest of the State of Florida.

Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

**G. Cost share guidance-types of match**

- Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal*

*Governments (OMB Circular A-87) and 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.*

- In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

## **H. Monitoring**

Monitoring shall be accomplished through a desk-based review or on-site visit. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

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

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

## **I. Environmental Planning & Historic Preservation (EHP) Compliance Guidelines**

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2014 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review.

Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Grant Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtm>)

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

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

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

The following activities do not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management and administration;
- Classroom-based training;
- Table top exercises and functional exercises; and
- Acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

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

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

## **J. Construction and Renovation**

Construction and renovation projects for a State, local, territorial, or tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

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

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. §§ 10.8 and 10.9, must also be identified to the FEMA Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to Grant Program Manager.

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

#### **K. Maintenance and Sustainment**

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

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

#### **L. Unallowable costs**

Unallowable costs include, but shall not be limited to:

- Expenditures for weapons systems and ammunition;
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities; or

- Activities unrelated to the completion and implementation of the EMPG Program.

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

## **ATTACHMENT C**

### **PROGRAM BUDGET DELIVERABLES**

**Citizen Corp/CERT** funding is intended only to be used for specific preparedness or volunteer training or by trained volunteers in carrying out response functions. Program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community. Activities funded under these projects must meet the allow ability requirements of Emergency Performance Grant Program (EMPG).

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a planning initiative listed on Attachment B of this agreement or those items listed in the on the *Appendix B of FY2014 DHS/FOA* which list the EMPG allowable costs <http://www.fema.gov/media-library/assets/documents/92248>.

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. The catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course. For non-DHS courses, the recipient shall obtain advance written approval from FDEM by means of the Non-TED form by contacting the grant manager.

**Exercise Deliverables:** Subject to funding limitations of this Agreement, the Division shall reimbursement the Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Exercise and Evaluation Program (HSEEP) Standards and is listed in the A) State, and B) County or C) Regional Training and Exercise Plan (TEP) in which the recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <http://www.llis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Equipment Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://llis.gov/>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

**To receive reimbursement, the Recipient's activities must be completed within the period of performance and in accordance with the Budget and Scope of Work, Attachment A and B of this agreement.**

## **ATTACHMENT D**

### **REPORTS**

#### **1. Quarterly Reporting:**

The Quarterly Programmatic Report is due within 15 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

#### **Programmatic Reporting Schedule**

<b>Reporting Period</b>	<b>Report due to DEM no later than</b>
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15
October 1 through December 31	January 15

#### **2. Reimbursement Requests:**

Request for reimbursements are required quarterly at a minimum. Request can be sent to your grant manager for review and approval at anytime during the grant period. Reimbursements must be requested within 90 calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within 90 calendars of expenditure shall result in denial of reimbursement. The Recipient shall include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

#### **3. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the project is completed or the agreement has expired.

#### 4. Programmatic Point of Contact

Grant Point of Contact	Programmatic Point of Contact
Virginia Hughes, CCP Coordinator FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9938 virginia.hughes@em.myflorida.com	Owen Roach, Programmatic FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 488-3133 owen.roach@em.myflorida.com

#### 5. Contractual Responsibilities

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

## ATTACHMENT E

### PROGRAM STATUTES, REGULATIONS AND SPECIAL CONDITIONS

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

#### **Special Conditions**

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

##### A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

**B. Cost Principles**

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

**C. Audit Requirements**

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
  3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2014 Emergency Management Performance Grants Program Funding Opportunity Announcement.
  4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.



# ATTACHMENT F

## JUSTIFICATION OF ADVANCE PAYMENT

**RECIPIENT:** \_\_\_\_\_

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

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested.</p> <p><i>Balance of payments will be made on a reimbursement basis.</i></p> <p>These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
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If you are requesting an advance, complete the following chart and line item justification below.

### ESTIMATED EXPENSES

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

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

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## **ATTACHMENT G**

### **WARRANTIES AND REPRESENTATIONS**

#### Financial Management.

Recipient's financial management system must include the following:

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

#### Competition.

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

#### Codes of conduct.

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

#### Business Hours.

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

#### Licensing and Permitting.

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

## ATTACHMENT H

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

### Subcontractor Covered Transactions

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

SUBCONTRACTOR:

\_\_\_\_\_

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

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## **ATTACHMENT I STATEMENT OF ASSURANCES**

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

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

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

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

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

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

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

## ATTACHMENT J

### REIMBURSEMENT CHECKLIST

**Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

#### Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

#### Planning

#### Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has Attachment H (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

#### Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total

amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **Exercise**

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **Travel/Conferences**

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If

applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

#### **Matching Funds**

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

#### **For All Reimbursements - The Final Check**

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?

## Asset to be Disposed 12/16/2014

Asset #	Description	Date Acquired	Make	Model	Location	Serial Number	Cost	Dispose Of	Inventory Last Date
<b>0380 County Health Department</b>									
2596	Exam Table	10/12/1983	Hamilton	E-SERS	Health Dept		850.00	Surplus	7/31/2013
2629	Exam Table	5/5/1984	Midmark	109	Healt Dept		\$1,495.00	Surplus	
2989	Stretcher	5/1/1989		900			\$960.00	Surplus	7/31/2013
3006	Chair	4/25/1989	lazyboy	92043			\$289.00	junked	9/2/2014
3026	Exam Light	4/25/1989		48400			\$357.00	Surplus	10/18/2013
3033	Otoscope	4/25/1989		92680			\$296.00	Junked	7/31/2013
3034	Exam Table	4/25/1989		4k770			\$749.00	Surplus	7/31/2013
3235	Chair	12/18/1990					\$369.00	junked	9/2/2014
4469	Thermometer	10/1/1997	PSS	01675-200			\$350.00	junked	8/2/2014
4492	Printer	3/9/1998	HP	Laserjet 5		sjpkg035563	\$954.17	surplus	6/4/2014
4674	Printer	10/1/1998					\$698.15	junked	7/31/2013
4679	TV/VCR	10/1/1998	Magnovox	CCZ194AT31		74893941	\$319.00	surplus	7/31/2013
5506	Printer	3/11/2002	HP	2200DTN		SUSBGD07549	\$1,283.00	Surplus	6/4/2014
5799	Printer	3/17/2003	zebra	LP2844		42A024300144	\$390.00	junked	7/13/2013
5811	Printer	3/17/2003	HP	2200TN		USGNBM01009	\$0.00	surplus	6/4/2014
6439	Computer	4/28/2005	Dell	GX280		8TBJ571	\$587.20	junked	7/31/2013
6858	Vitals Machine	11/13/2006				200613200	\$1,994.00	Surplus	7/31/2013
<b>0904 PROPERTY APPRAISER</b>									
5178	Laptop	9/15/2000	Dell	99125		9PIMI63-070-89	\$2,039.00	junked	7/9/2013
5927	Computer	9/2/2003	Dell			2Y4WX21	\$1,832.00	junked	7/9/2013
6819	Computer	9/30/2006	Dell	Precision 390		00045-676-167-967	\$2,042.94	junked	7/9/2013
6911	Laptop	8/22/2007	Dell	Latitude		DBJ1Z6D1	\$1,716.25	junked	7/9/2013
<b>0905 CLERK OF COURT</b>									
6282	Ice Machine	9/30/2004	ICE O MATIC			B411-00332-Z	\$1,687.60	junked	9/25/2014
5143	Water Cooler	4/18/200				99395827	\$340.00	traded-in	7/12/2013

(15)

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 2596

FROM: Taylor Co. Health Dept  
Department name

DEPT:  
Number

DATE: 11/21/2013

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

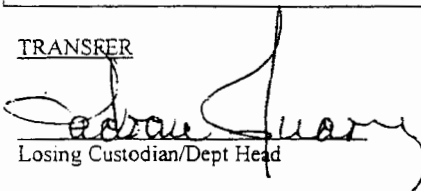
IDENTIFICATION DATA

Name of Item Exam Table	Location Storage	Make
Model	Year	Serial Number
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

DISPOSED OF

To: Walton CHD

Surplus ☒ Cannibalized ☐ Trade-in ☐  
Junked ☐ Stolen ☐ Missing ☐

Explanation for disposal: (required)  
Given to Walton CHD to use in clinic.

Last known location: (required)  
Taylor CHD Maintenance

DISPOSITION

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners. \_\_\_\_\_  
Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

# REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 2629

FROM: Taylor Co. Health Dept

DEPT:

DATE: 11/21/2013

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Pediatric Exam Table	Location Storage	Make
Model	Year	Serial Number
Other Description:		

TRANSFER OR DISPOSITION DATATRANSFERRED TO:

DEPT:

#:

TRANSFER

Losing Custodian/Dept Head

Gaining Custodian/Dept Head

DISPOSED OF

To: Walton CHD

Surplus ☒Cannibalized ☐Trade-in ☐Junked ☐Stolen ☐Missing ☐

Explanation for disposal:(required)

Given to Walton CHD to use in clinic.

Last known location: (required)

Taylor CHD Maintenance

DISPOSTIONAPPROVED ☐DENIED ☐

By the Taylor County Board of Commissioners.

Date

Losing Custodian/Department Head

County Administrator

Witness of Disposition

Chairman

Date Removed from Asset Records

Fixed Assets Manager

Revised 4/05 by G Knowles

# REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 2989

FROM: Taylor Co. Health Dept

DEPT:

DATE: 11/21/2013

Department name

Number

To Whom It May Concern:

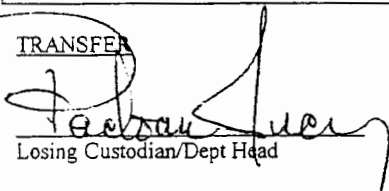
The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

## IDENTIFICATION DATA

Name of Item Stretcher	Location Storage	Make
Model	Year	Serial Number
Other Description:		

## TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER
  
 Losing Custodian/Dept Head

 \_\_\_\_\_  
 Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To: Walton CHD		
Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal: (required) Given to Walton CHD to use in clinic.		
Last known location: (required) Taylor CHD Maintenance		

## DISPOSITION

 APPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners. \_\_\_\_\_ Date

 \_\_\_\_\_  
 Losing Custodian/Department Head

 \_\_\_\_\_  
 County Administrator

 \_\_\_\_\_  
 Witness of Disposition

 \_\_\_\_\_  
 Chairman

 \_\_\_\_\_  
 Date Removed from Asset Records

 \_\_\_\_\_  
 Fixed Assets Manager

Revised 4/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 3006

FROM: Taylor Co. Health Dept  
Department name

DEPT:  
Number

DATE: 11/12/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Sec. Chair Walnut Frame	Location	Make
Model	Year	Serial Number
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To: Surplus		
Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal: (required) Trashed <i>on 11/12/14 surplus</i>		
Last known location: (required) Room 222		

DISPOSITION

APPROVED ☒ DENIED ☐ By the Taylor County Board of Commissioners. \_\_\_\_\_ Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

Revised 4/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 3026

FROM: Taylor Co. Health Dept  
Department name

DEPT: \_\_\_\_\_  
Number

DATE: 10/08/2013

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Exam Light	Location Storage	Make
Model	Year	Serial Number
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT: _____	#: _____

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To:		
Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal:(required) No longer usable		
Last known location: (required) Taylor CHD Maintenance		

DISPOSITION

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners. \_\_\_\_\_ Date

*Daniel E. Spitzer*  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 3033

FROM: Taylor Co. Health Dept

DEPT:

DATE: 11/12/2014

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Otoscope	Location	Make
Model	Year	Serial Number
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To: Surplus		
Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal: (required) Trashed <i>as already surplus</i>		
Last known location: (required) Room 102		

DISPOSITION

APPROVED ☒

DENIED ☐

By the Taylor County Board of Commissioners.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

41

# REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 3034

FROM: Taylor Co. Health Dept  
Department name

DEPT: \_\_\_\_\_  
Number

DATE: 11/21/2013

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

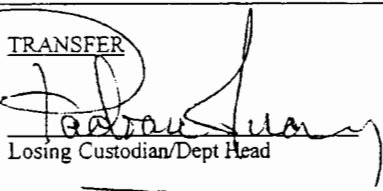
## IDENTIFICATION DATA

Name of Item Exam Table	Location Storage	Make
Model	Year	Serial Number
Other Description:		

## TRANSFER OR DISPOSITION DATA

TRANSFERRED TO:	
DEPT: _____	#: _____

TRANSFER

  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

### DISPOSED OF

To: Walton CHD

Surplus ☒    Cannibalized ☐    Trade-in ☐  
Junked ☐    Stolen ☐    Missing ☐

Explanation for disposal: (required)  
Given to Walton CHD to use in clinic.

Last known location: (required)  
Taylor CHD Maintenance

## DISPOSTION

APPROVED ☐    DENIED ☐    By the Taylor County Board of Commissioners. \_\_\_\_\_ Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 3235

FROM: Taylor Co. Health Dept  
Department name

DEPT: \_\_\_\_\_  
Number

DATE: 11/12/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Exec. Chair	Location	Make
Model	Year	Serial Number
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT: _____	#: _____

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To: Surplus		
Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal: (required) Trashed <i>or already surplus</i>		
Last known location: (required) Room <del>225</del> 225		

DISPOSITION

APPROVED ☒ DENIED ☐ By the Taylor County Board of Commissioners. \_\_\_\_\_ Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

Revised 4/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 4469

FROM: Taylor Co. Health Dept  
Department name

DEPT:  
Number

DATE: 11/12/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Thermometer	Location	Make
Model	Year	Serial Number
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To: Surplus		
Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal: (required) Trashed <i>on 11/12/14 surplus</i>		
Last known location: (required) Room 235		

DISPOSITION

APPROVED ☒ DENIED ☐ By the Taylor County Board of Commissioners.

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 4492

FROM: Taylor Co. Health Dept

DEPT:

DATE: 10/08/2013

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Printer	Location Storage	Make HP
Model	Year	Serial Number SJPKG035563
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To:		
Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal:(required) No longer usable		
Last known location: (required) Taylor CHD Maintenance		

DISPOSITIONAPPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners.

Date

*Haun E. Chute*  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 4674

FROM: Taylor Co. Health Dept  
Department name

DEPT:  
Number

DATE: 11/12/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Printer	Location	Make HP
Model Laserjet 6	Year	Serial Number SUSCH103791
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To: Surplus		
Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal: (required) Trashed <i>or already surplus</i>		
Last known location: (required) Room 112		

DISPOSITION

APPROVED ☒ DENIED ☐ By the Taylor County Board of Commissioners.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

# REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 4679

FROM: Taylor Co. Health Dept

DEPT:

DATE: 10/08/2013

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item TV/VCR combo	Location Storage	Make Intertel
Model	Year	Serial Number 74893941
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

Losing Custodian/Dept Head

Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To:		
Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal:(required) Outdated		
Last known location: (required) Taylor CHD Maintenance		

DISPOSITIONAPPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners.

Date

Losing Custodian/Department Head

County Administrator

Witness of Disposition

Chairman

Date Removed from Asset Records

Fixed Assets Manager

# REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5506

FROM: Taylor Co. Health Dept  
Department nameDEPT:  
Number

DATE: 10/08/2013

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Printer	Location Storage	Make HP
Model	Year	Serial Number SUSBGD07549
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

Losing Custodian/Dept Head

Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To:		
Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal:(required) No longer usable		
Last known location: (required) Taylor CHD Maintenance		

DISPOSTIONAPPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners.

Date

*Dawn E. Spitzer*  
Losing Custodian/Department Head

County Administrator

Witness of Disposition

Chairman

Date Removed from Asset Records

Fixed Assets Manager

Revised 4/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5799

FROM: Taylor Co. Health Dept  
Department name

DEPT:  
Number

DATE: 11/12/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Printer	Location	Make Zebra
Model LP2844	Year	Serial Number 42A024300144
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To: Surplus		
Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input checked="" type="checkbox"/>
Explanation for disposal: (required) Trashed or already surplus		
Last known location: (required) Maintenance		

DISPOSITION

APPROVED ☒ DENIED ☐ By the Taylor County Board of Commissioners. \_\_\_\_\_ Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

Revised 4/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5811

FROM: Taylor Co. Health Dept  
Department name

DEPT:  
Number

DATE: 10/08/2013

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Printer	Location Storage	Make HP
Model	Year	Serial Number USBGM0109
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To:		
Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
Explanation for disposal:(required) No longer usable		
Last known location: (required) Taylor CHD Maintenance		

DISPOSITION

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

Revised 4/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 6439

FROM: Taylor Co. Health Dept  
Department name

DEPT:  
Number

DATE: 11/12/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Computer	Location	Make Dell
Model GX280	Year	Serial Number 8TBJ57I
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

\_\_\_\_\_  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

<u>DISPOSED OF</u>		
To: Surplus		
Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>
Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input checked="" type="checkbox"/>
Explanation for disposal: (required) Trashed or already surplus		
Last known location: (required) Maintenance		

DISPOSITION

APPROVED ☒

DENIED ☐

By the Taylor County Board of Commissioners.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 6858

FROM: Taylor Co. Health Dept

DEPT:

DATE: 11/21/2013

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

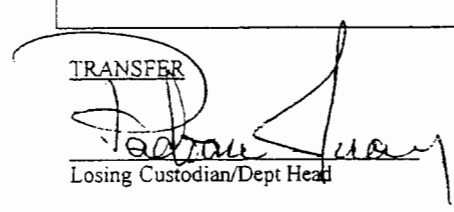
IDENTIFICATION DATA

Name of Item Electronic BP machine	Location Storage	Make
Model	Year	Serial Number
Other Description:		

TRANSFER OR DISPOSITION DATA

<u>TRANSFERRED TO:</u>	
DEPT:	#:

TRANSFER

  
Losing Custodian/Dept Head

\_\_\_\_\_  
Gaining Custodian/Dept Head

DISPOSED OF

To: Walton CHD

Surplus ☒ Cannibalized ☐ Trade-in ☐

Junked ☐ Stolen ☐ Missing ☐

Explanation for disposal: (required)  
Given to Walton CHD to use in clinic.

Last known location: (required)  
Taylor CHD Maintenance

DISPOSITION

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners. \_\_\_\_\_  
Date

\_\_\_\_\_  
Losing Custodian/Department Head

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Witness of Disposition

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date Removed from Asset Records

\_\_\_\_\_  
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5178

FROM: TCPA  
Department name

DEPT: 0904  
Number

DATE: 9.30.14

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Laptop</u>	Location <u>TCPA Storage</u>	Make <u>Inspiron</u>
Model <u>3800</u>	Year <u>2000</u>	Serial Number <u>9P1M16307089</u>
Other Description:		

TRANSFER DATA

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
<hr/>		
Losing Custodian/Dept Head	Date of Transfer	
<hr/>		
Gaining Custodian/Dept Head	County Administrator Approval	
<hr/>		

DISPOSITION DATA

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>	**
<b>** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately</b>						
Explanation for Disposal: (required) <u>No longer works</u>						
Last known location: (required) <u>TCPA Storage</u>						
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commissioners. <u>BA Rotch</u> Date						
<hr/>						
Losing Custodian/Department Head				County Administrator		
<hr/>						
Witness of Disposition				Chairman		
<hr/>						
<u>9.30.14</u>				<u>Sh. Bel</u>		
Date Removed from Asset Records				Fixed Assets Manager		

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5927

FROM: TCPA  
Department name

DEPT: 0904  
Number

DATE: 9.30.14

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Computer	Location TCPA Storage	Make
Model	Year 03'	Serial Number 2Y4WX21
Other Description:		

TRANSFER DATA

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head		Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
<b>** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately</b>					
Explanation for Disposal:(required) No longer works - Used for parts					
Last known location: (required) TCPA Storage					
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commissioners. _____ Date					
Losing Custodian/Department Head			County Administrator		
Witness of Disposition			Chairman		
9.30.14			Fixed Assets Manager		

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 6819

FROM: T CPA  
Department name

DEPT: 0904  
Number

DATE: 9.30.14

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Computer	Location TCPA Storage	Make
Model	Year 06	Serial Number 00045-676-167-967
Other Description:		

TRANSFER DATA

TRANSFERRED TO:

DEPT:

#:

New Location:

Losing Custodian/Dept Head

Date of Transfer

Gaining Custodian/Dept Head

County Administrator Approval

DISPOSITION DATA

Surplus ☐ Cannibalized ☐ Trade-in ☐ Junked ☒ Stolen ☐ Missing ☐

**\*\* Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately**

Explanation for Disposal: (required) No longer works - parts only

Last known location: (required) TCPA Storage

APPROVED ☐ DENIED ☒ By the Taylor County Board of Commissioners. \_\_\_\_\_  
Date

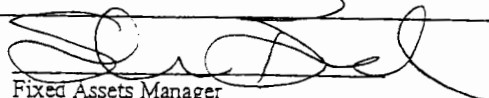
Losing Custodian/Department Head

County Administrator

Witness of Disposition

Chairman

9.30.14  
Date Removed from Asset Records

  
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 6911

FROM: TCPA  
Department name

DEPT: 0904  
Number

DATE: 9.30.14

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Laptop	Location TCPA Storage	Make
Model	Year 07'	Serial Number DBJ1Z6D1
Other Description:		

TRANSFER DATA

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head		Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>	**
<b>** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately</b>						
Explanation for Disposal:(required) No longer works						
Last known location: (required) TCPA Storage						
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners.				
Losing Custodian/Department Head		Date				
Witness of Disposition		Chairman				
Date Removed from Asset Records		Fixed Assets Manager				

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 6282

FROM: Clerk of Court  
Department name

DEPT: 0905  
Number

DATE: 10/08/14

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item ICE Machine	Location	Make
Model	Year	Serial Number B411-00332-Z
Other Description:		

TRANSFER DATA (if disposing, mark this area N/A)

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head		Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>	**
<b>** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately</b>						
Explanation for Disposal: (required) Replaced w/ new Machine						
Last known location: (required)						
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commissioners. _____ Date						
Losing Custodian/Department Head			County Administrator			
Witness of Disposition			Chairman			

Date Removed from Asset Records

Fixed Assets Manager

Revised 7/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION  
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5143

FROM: Clerk of Court  
Department name

DEPT: 0905  
Number

DATE: 10/08/14

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Water Cooler	Location	Make
Model	Year	Serial Number 99395827
Other Description:		

TRANSFER DATA (if disposing, mark this area N/A)

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head		Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus <input type="checkbox"/>	Canibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/> **
<b>** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately</b>					
Explanation for Disposal (required) Replaced w/ New Cooler					
Last known location: (required)					
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners. _____ Date			
Losing Custodian/Department Head		County Administrator			
Witness of Disposition		Chairman			

Date Removed from Asset Records

Fixed Assets Manager

Revised 7/05 by G Knowles

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO HEAR A REQUEST BY PROPERTY OWNERS FOR THE BOARD TO ACCEPT THE DEED(S) CONVEYING JACKSON ROAD WEST TO THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, AS AGENDAED BY MICHAEL S SMITH, ATTORNEY FOR THE PROPERTY OWNERS.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:**

AT PREVIOUS MEETINGS WHERE THIS ITEM WAS PLACED ON THE AGENDA, THE BOARD DIRECTED THAT A PROPER LEGAL DESCRIPTION OF THE PROPERTY BEING GRANTED BE FURNISHED BY THE GRANTORS. THE DEED WITH THE LEGAL DESCRIPTION IS BEING PRESENTED AT THIS TIME.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** MICHAEL S SMITH

**Contact:** 850-584-3812

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

Prepared by and return to:

**MICHAEL S. SMITH**

**Attorney at Law**

**Smith, Smith & Curtis Attorneys at Law, P. A.**

**411 North Washington Street**

**Perry, FL 32347**

**850-584-3812**

**File Number: 5501-279**

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## **Warranty Deed**

**This Warranty Deed** made this \_\_\_\_\_ day of December, 2014 between **Carol Denise Fletcher, 3112 Canmore Place, Tallahassee, Florida 32303, Donna Rae Johnson, 100 West Oak Street, Perry, Florida 32348 and Linda Dianne Sutherland, 321 Ball Drive, Tallahassee, Florida 32312, as Tenants in Common, grantor, and Taylor County, Florida, a Political Subdivision of the State of Florida** whose post office address is **P. O. Box 620, Perry, FL 32348, grantee:**

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Taylor County, Florida** to-wit:

**Commence at the NW corner of NW 1/4 of NW 1/4 and run S 658.6 feet for Point of Beginning, thence run S 230 feet, East 20 feet, North 210 feet, East 1129 feet to right of way of US 19; thence run NW along right of way 20 feet West 1148 feet to Point of Beginning. Said parcel contains .6 acres more or less and is located in Taylor County, Florida.**

**Parcel Identification Number: 06-05-08-08393-000**

**NOTE: LEGAL DESCRIPTION FURNISHED BY GRANTOR. TITLE TO THE PROPERTY DESCRIBED HEREIN NEITHER EXAMINED NOR APPROVED BY THE PREPARER. Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.**

**Subject to taxes for 2014 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2014.**

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Carol Denise Fletcher (Seal)

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Donna Rae Johnson (Seal)

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Linda Dianne Sutherland (Seal)

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2014 by Carol Denise Fletcher, who  
[ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

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

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

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

State of Florida  
County of Taylor

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2014 by Donna Rae Johnson, who  
[ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

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

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

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

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2014 by Linda Dianne Sutherland, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

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

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

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

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Tuesday, December 9, 2014 9:32 AM  
**To:** Margaret Dunn  
**Cc:** 52281\_61714.tl196630@tasks.teamwork.com  
**Subject:** FW: deed from Donna Johnson to Taylor County .60 acres (Jackson Rd W)  
**Attachments:** Donna Johnson deed.pdf

Margaret,

Please find the previous Mike Smith item and update it for the 12/16 meeting. Please include the previous attachments.

Thanks!

## Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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

201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Glenda Padgett [mailto:[glenda@smithcurtis.com](mailto:glenda@smithcurtis.com)]  
**Sent:** Monday, December 08, 2014 4:52 PM  
**To:** Dustin Hinkel  
**Subject:** deed from Donna Johnson to Taylor County .60 acres (Jackson Rd W)

--

Glenda Padgett

Real Estate Legal Team and Assistant to Michael S. Smith

Smith, Smith & Curtis

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

### **SUBJECT/TITLE:**



THE BOARD TO HEAR A REQUEST BY PROPERTY OWNERS FOR THE BOARD TO ACCEPT THE DEED(S) CONVEYING JACKSON ROAD WEST TO THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, AS AGENDAED BY MICHAEL S. SMITH, ATTORNEY FOR THE PROPERTY OWNERS.

### **MEETING DATE REQUESTED:**

NOVEMBER 3, 2014

### **Statement of Issue:**

THE PROPERTY OWNERS, VIA THEIR ATTORNEY MICHAEL SMITH, SAY THAT THE COUNTY HAS MAINTAINED JACKSON ROAD WEST FOR THE PAST 18 YEARS. THEY NOW WISH TO DEED THE ROAD TO THE COUNTY.

### **Recommended Action:**

### **Fiscal Impact:**

### **Budgeted Expense:**

### **Submitted By:**

MICHAEL S SMITH (850) 584-3812

### **Contact:**

## **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

### **History, Facts & Issues:**

### **Options:**

### **Attachments:**

**SMITH & SMITH**

Attorneys at Law, P.A.

A Professional Association of Attorneys and Counselors at Law

*Dedicated to Client Service*

Michael S. Smith  
Stephen A. Smith, P.A.

411 N. Washington Street  
Post Office Drawer 579  
Perry, Florida 32348

(850) 584-3812 Phone  
(850) 584-7148 Fax  
Toll Free 1-877-269-9839

September 17, 2014

**Dustin Hinkel  
County Administrator, Taylor County  
201 East Green St.  
Perry, Florida 32347**

Re: Jackson Road West

Dear Mr. Hinkel,

Please find enclosed six (6) sets of packets regarding "Jackson Road West," (the Road), which is located within the boundaries of Taylor County, Florida. We have also enclosed within these packets a copy of a Personal Representative's Deed which reflects the current title owner(s) of said Road.

The owners wish to expressly donate the Road to the County. We have confirmed that the County has maintained the Road continuously for a period of eighteen (18) years. You may confirm this fact as we did with Mr. McLeod.

I am requesting that this request be placed upon the agenda for the next scheduled County Commissioner's Meeting. If you, your staff or any of the commissioners have any questions or comments kindly advise me at your convenience.

Sincerely,

  
**Michael S. Smith, Esquire**

MSS/Ch-j

Enclosures as stated

cc: Taylor County Attorney Conrad C. Bishop, Jr., file

Annie Mae Murphy Clerk Of Court Taylor County Florida

This instrument prepared by:

Michael S. Smith

Fla. Bar No. 169621

SMITH, SMITH & MOORE

ATTORNEYS AT LAW, P.A.

P.O. Drawer 579

Perry, FL 32348

Phone: (850) 584-3812

\* OFFICIAL RECORDS \*1of3

BK 506 PG 562

DOC STAMPS .70

Record Fee: 15.00

Description furnished by Personal  
Representative

Title to the property described herein  
neither examined nor approved by  
the preparer.

**PERSONAL REPRESENTATIVE'S DEED**

THIS INSTRUMENT, executed this 14th day of July, 2003 between **CAROL DENISE FLETCHER, DONNA RAE JOHNSON, and LINDA DIANNE SUTHERLAND**, as co-personal representatives of the estate of **CARL R. FLETCHER**, deceased, Fed. ID No. 03-6089870 and **CAROL DENISE FLETCHER**, whose address is 3112 Canmore Place, Tallahassee, Florida 32303, **DONNA RAE JOHNSON**, whose address is 100 West Oak Street, Perry, Florida 32348, and **LINDA DIANNE SUTHERLAND**, whose address is 321 Ball Drive, Tallahassee, Florida 32312, as **Tenants in Common, GRANTEE**;

WITNESSETH: That WHEREAS, **CAROL DENISE FLETCHER, DONNA RAE JOHNSON** and **LINDA DIANNE SUTHERLAND**, were duly appointed Co-Personal Representatives of the Estate of **CARL R. FLETCHER**, by Order Appointing Personal Representative dated April 19, 2002, and Letters of Administration were issued to them on April 19, 2002;

NOW, THEREFORE, pursuant to the power and authority granted and given to personal representatives by the provisions of the Last Will and Testament of the decedent, **CARL R. FLETCHER** and Florida Statutes, and in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the grantee, their heirs and assigns forever, the following described real property in **TAYLOR** County, Florida, to-wit:

**REAL PROPERTY DESCRIPTIONS:**

Parcel No. 1

Commence at the NE corner of Section 1, T5S, R7E and run S 00 ° 01' 10" W 260.00 feet, thence run S 88 ° 40' 00" W 250.00 feet to the NW corner of Lot 4 of Block F of Highland Heights Subdivision and the Point of Beginning, thence from said POB Run S 0 ° 03' 48" E along the West boundary of said Block F, a distance of 513.67 feet to the North R/W line of Oak Street, thence S 89 ° 19' 00" W along said R/W line, a distance of 893.50 feet, thence N 0 ° 03' 48" W, a distance of 329.00 feet; thence N 89 ° 19' 00" E, a distance of 193.50 feet; thence N 0 ° 03' 48" W, a distance of 61.00 feet, thence N 89 ° 19' 00" E, a distance of 60.00 feet; thence N 0 ° 03' 48" W, a distance of 272.00 feet, thence N 89 ° 19' 00" E, a distance of 557.00, thence S 0 ° 03' 48" E, a distance of 148.30 feet, thence N 89 ° 20' 21" E, a distance of 83.00 feet to the Point of Beginning. Said parcel contains 11.44 acres more or less, and is located in Section 1, T5S, R7E, Taylor County, Florida.

NOTE: The real property set forth above was provided by survey dated May 6, 2003, by M.H. Ratliff, Registered Land Surveyor and is the same real property described in the following conveyances: Warranty Deed from Champion White and Nancy Lee White, his wife, to Carl R. Fletcher and Mildred Fletcher, his wife, dated and filed October 2, 1959, in Official Record 13, Page 312 of the public records of Taylor County, Florida; Warranty Deed from Melvin Bowden and Edith L. Bowden, his wife, to Carl R. Fletcher and Mildred Fletcher, his wife, dated May 7, 1981 and filed June 12, 1981 in Official Record 165, Page 660 of the public records of Taylor County, Florida; Warranty Deed from Melvin Bowden and Edith L. Bowden, his wife, to Carl R. Fletcher and Mildred Fletcher, his wife, dated May 7, 1981, filed June 12, 1981 in Official Record 185, Page 661 of the public records of Taylor County, Florida; Warranty Deed from Carl R. Fletcher and Mildred Fletcher, his wife, to Carl R. Fletcher and Mildred Fletcher, his wife, dated May 7, 1981 and filed June 12, 1981, in Official Record 165, Page 662 of the public records of Taylor County, Florida and Warranty Deed from Carl R. Fletcher and Mildred Fletcher to Carl R. Fletcher and Mildred Fletcher dated May 7, 1981, filed June 12, 1981 in Official Record 165, Page 663 of the public records of Taylor County, Florida.

Parcel No. 06-05-08-08393-000

Commence at the NW corner of NW 1/4 of NW 1/4 and run S 658.6 feet for Point of Beginning, thence run S 230 feet, E 20 feet, N 210 feet, E 1129 feet to R/W of US 19, thence run NW along R/W 20 feet W 1148 feet to Point of Beginning. Said parcel contains .6 acre more or less and is located in Taylor County, Florida

Parcel No. 01-05-07-05902-000

Lots 1, 2, 3, 7, 8, 9, 11, 12 of Block A ; Lots 1 and 6 of Block C; and Lot 1 of Block F of Highland Heights Subdivision as recorded in Plat Book 1, Page 80 of the public records of Taylor County, Florida

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that property.

TO HAVE AND HOLD the same to the grantee, his heirs and assigns, in fee simple, forever.

And the grantor does covenant to and with the grantee, his heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance, the laws of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, grantor, as Personal Representatives of the estate of CARL R. FLETCHER, deceased, have set their hand and seal hereto as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Harriet C. Devane  
Witness Harriet C. Devane

Jewell L. Hood  
Witness JEWELL L. HOOD  
As to Carol Denise Fletcher

Sheena B. Crum  
Witness Sheena B. Crum

Lydia L. Williams  
Witness Lydia L. Williams  
As to Donna Rae Johnson

Carol Denise Fletcher (SEAL)  
CAROL DENISE FLETCHER  
Co-Personal Representative of the Estate of  
Carl R. Fletcher, deceased.

Donna Rae Johnson (SEAL)  
DONNA RAE JOHNSON  
Co-Personal Representative of the Estate of  
Carl R. Fletcher, deceased

Harriet C. DeVane  
Witness Harriet C. DeVane

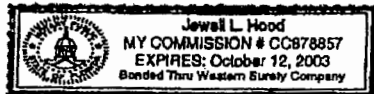
Jewell L. Hood  
Witness JEWELL L. HOOD  
As to Linda Dianne Sutherland

Linda Dianne Sutherland (SEAL)  
LINDA DIANNE SUTHERLAND  
Co-Personal Representative of the Estate of  
Carl R. Fletcher, deceased

STATE OF FLORIDA )  
COUNTY OF Leon )

The foregoing instrument was acknowledged before me on this 14 day of July, 2003, by CAROL DENISE FLETCHER, as Co-Personal Representative of the Estate of CARL R. FLETCHER, deceased, who personally appeared before me at the time of notarization, and acknowledged before me that she executed the same for the uses and purposes therein set forth therein.

[SEAL]



NOTARY:

Jewell L. Hood  
Signature of Notary JEWELL L. HOOD  
☒ personally known to me  
☐ produced \_\_\_\_\_  
as identification.

STATE OF FLORIDA )  
COUNTY OF TAYLOR )

The foregoing instrument was acknowledged before me on this 21st day of July, 2003, by DONNA RAE JOHNSON, as Co-Personal Representative of the Estate of CARL R. FLETCHER, deceased, who personally appeared before me at the time of notarization, and acknowledged before me that she executed the same for the uses and purposes therein set forth therein.



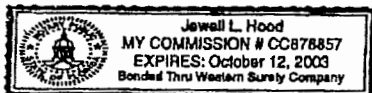
NOTARY:

Lydia L. Williams  
Signature of Notary  
☒ personally known to me  
☐ produced \_\_\_\_\_  
as identification.

STATE OF FLORIDA )  
COUNTY OF Leon )

The foregoing instrument was acknowledged before me on this 14 day of July, 2003, by LINDA DIANNE SUTHERLAND, as Co-Personal Representative of the Estate of CARL R. FLETCHER, deceased, who personally appeared before me at the time of notarization, and acknowledged before me that she executed the same for the uses and purposes therein set forth therein.

[SEAL]



NOTARY:

Jewell L. Hood  
Signature of Notary JEWELL L. HOOD  
☐ personally known to me  
☒ produced FL DL  
as identification.


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[Previous Parcel](#)
[Next Parcel](#)
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[Taylor Home](#)

### Owner and Parcel Information

<b>Owner Name</b>	FLETCHER CAROL D & DONNA RAE	<b>Today's Date</b>	May 29, 2014
<b>Mailing Address</b>	JOHNSON & LINDA D SUTHERLAND 3112 CANMORE PLACE	<b>Parcel Number</b>	08393-000
<b>Tax District</b>	TALLAHASSEE FL 32303	<b>Exemptions</b>	None
<b>Site Location</b>	CO Millage Rate: 16.0601	<b>Property Usage</b>	RESIDENTIAL VACANT LAND
<b>Section-Township-Range</b>	06-05-08	<b>Parcel Map</b>	<a href="#">Show Parcel Maps</a> <a href="#">Generate Owner List By Radius</a>
<b>Legal Description</b>	LEG 0000.60 ACRES COM NW COR OF NW 1/4 OF NW 1/4 RUN S 658.6 FT FOR POB TH S 230 FT E 20 FT N 210 FT E 1129 FT TO RW US		

### 2013 Tax Year Value Information

#### Tax Information

<b>Value of Land</b>	<b>Land Value Agricultural</b>	<b>Building Value</b>	<b>Total Misc Value</b>	<b>Just or Classified Total Value</b>	<b>Assessed Value</b>	<b>Exempt Value</b>	<b>Taxable Value</b>
\$ 572	0	0	0	\$ 572	\$ 572	0	\$ 572

### Land Information

<b>Land Use</b>	<b>Number of Units</b>	<b>Unit Type</b>	<b>Unit Price</b>	<b>Value</b>
0	1.00	UT	\$ 572	\$ 572

### Building Data

<b>Building #</b>	<b>Year Built</b>	<b>Adjusted Square Feet</b>	<b>Floors</b>	<b>Description</b>	<b>Occupancy</b>	<b>Exterior Walls</b>	<b>Interior Walls</b>
No building information associated with this parcel							

### Miscellaneous Features

<b>Description</b>	<b>Year</b>	<b>Length</b>	<b>Width</b>	<b>Area</b>	<b>Value</b>
No miscellaneous features associated with this parcel					

### Sales Information

<b>Sale Date</b>	<b>Type of Document</b>	<b>Book</b>	<b>Page</b>	<b>Amount</b>
7/2003	PERSONAL REPRESENTATIVES DEED	506	562	0

To view Clerk of Court Information click here -> [Taylor County Clerk of Court](#)

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The Taylor County Tax Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated: May 18, 2014

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Selected Parcel	<a href="#">08393-000</a> (Click for Complete Card)
DOR Property Usage	RESIDENTIAL VACANT LAND (00)
Acres	0.63

Name	FLETCHER CAROL D & DONNA RAE
Mailing Address	JOHNSON & LINDA D SUTHERLAND 3112 CANMORE PLACE; TALLAHASSEE, FL 32303

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO DISCUSS THE REMOVAL AND PLACEMENT OF A CATTLE GAP ON JOSH EZELL ROAD



**MEETING DATE REQUESTED:**

December 16, 2014

**Statement of Issue:** THE BOARD TO DISCUSS A RESIDENT REQUEST TO MOVE A CATTLE GAP

**Recommended Action:** GIVE DIRECTION

**Fiscal Impact:** TBD

**Budgeted Expense:** YES

**Submitted By:**

**Contact:**


### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** A RESIDENT HAS REQUESTED TO REMOVE A CATTLE GAP FROM JOSH EZELL ROAD AND MOVE IT TO A NEW SPOT. STAFF IS SEEKING GUIDANCE FROM THE BOARD REGARDING ACTIONS TO TAKE.

**Options:** APPROVE  
DENY

**Attachments:**

21

<b>COMMISSIONER</b>	
<b>SUBJECT/TITLE:</b> 	THE BOARD TO REVIEW AND APPROVE A SOLICITATION DOCUMENT FOR DOCTORS' MEMORIAL HOSPITAL'S DIGITAL RADIOLOGY EQUIPMENT, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.
<b>MEETING DATE REQUESTED:</b>	DECEMBER 16, 2014

**Statement of Issue:** ON AUGUST 19, 2014, THE BOARD AGREED TO DIVERT TWO MILLION DOLLARS FROM THE ONE-CENT SALES TAX PROCEEDS TO FUND CAPITAL PURCHASES FOR DOCTORS' MEMORIAL HOSPITAL. COUNTY STAFF HAS WORKED WITH HOSPITAL STAFF TO PREPARE THE SOLICITATION PACKAGE IN ACCORDANCE WITH THE COUNTY'S PURCHASING POLICIES.

**Recommended Action:** APPROVE THE SOLICITATION DOCUMENT

**Fiscal Impact:**

**Budgeted Expense:**

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

**Contact:** 850-838-3500

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:**

THE BOARD TO REVIEW AND APPROVE A SOLICITATION DOCUMENT FOR DOCTORS' MEMORIAL HOSPITAL'S DIGITAL RADIOLOGY EQUIPMENT, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:**

ON AUGUST 19, 2014, THE BOARD AGREED TO DIVERT TWO MILLION DOLLARS FROM THE ONE-CENT SALES TAX PROCEEDS TO FUND CAPITAL PURCHASES FOR DOCTORS' MEMORIAL HOSPITAL. COUNTY STAFF HAS WORKED WITH HOSPITAL STAFF TO PREPARE THE SOLICITATION PACKAGE IN ACCORDANCE WITH THE COUNTY'S PURCHASING POLICIES.

**Recommended Action:** APPROVE THE SOLICITATION DOCUMENT

**Fiscal Impact:****Budgeted Expense:**

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

**Contact:** 850-838-3500

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:****Options:****Attachments:**

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

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

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

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

December 2, 2014

(VIA EMAIL AND REGULAR MAIL)

Margaret Dunn  
Assistant County Administrator  
201 East Green St.  
Perry, FL 32347

Re: Hospital purchase

Dear Margaret:

Pursuant to your request, I have reviewed the bid document for the purchase from DMH for Radiology Equipment.

The one comment I make is on the Bid Form page 2 Article 5 – Basis of Bid. Since this is not work to be performed, I would put this sentence in instead:

“Bidder will comply with the Contract Documents for the following (price)(s)”.

If you have any questions, please let me know.

Thank you and I hope you are doing fine.

Happy Holidays!

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/jr

Cc: Hon. Annie Mae Murphy  
Mr. Dustin Hinkel

## **BID DOCUMENTS**

---

# **Digital Radiology Equipment Doctor's Memorial Hospital Taylor County, Florida**

---

**December 2014**

**Prepared for:**

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

**Prepared by:**

**Taylor County Administrative Department  
201 East Green Street  
Perry, FL 32347  
850.838.3500**

## **TABLE OF CONTENTS**

### **PART 1 - BIDDING REQUIREMENTS**

**Invitation to Bid**  
**Instructions to Bidders**  
**Bid Forms**  
**Public Entity Crimes Statement**  
**Non-Collusion Affidavit**

### **PART 2 – EQUIPMENT SPECIFICATIONS**

**Digital Radiology Equipment – DMH Radiology Department**

## **PART 1 – BIDDING REQUIREMENTS**



## 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

DUSTIN HINKEL, 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

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Digital Radiology Equipment**.

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for DMH Digital Radiology Equipment**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on January 16, 2015. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:05 P.M. local time, or as soon thereafter as practical, on January 20, 2015, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Administrative Department  
201 East Green Street  
Perry, FL 32347  
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 - DEFINED TERMS

---

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this solicitation will be the *Taylor County Clerk of Courts located at 1<sup>st</sup> Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Owner* – Taylor County Board of County Commissioners
- D. *Solicitation Manager* – The person responsible for managing the solicitation process, documents and questions. The Solicitation Manager will be the Taylor County Administrative Department.
- E. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Solicitation Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

---

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business Licensing/Registration Information]

### **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

---

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the equipment/products/supplies;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the equipment/products/supplies;

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

### **ARTICLE 5 - SITE AND OTHER AREAS**

---

5.01 The Site is identified as the Radiology Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

### **ARTICLE 6 - INTERPRETATIONS AND ADDENDA**

---

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Solicitation Manager in writing. Interpretations or clarifications considered necessary by the Solicitation Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Solicitation Manager as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

## **ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

---

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

## **ARTICLE 8 - PREPARATION OF BID**

---

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

8.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

8.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

8.06 A Bid by an individual shall show the Bidder's name and official address.

8.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

8.08 All names shall be typed or printed in ink below the signatures.

8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

8.10 The address and telephone number for communications regarding the Bid shall be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

## ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

---

### 9.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] *[or]* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

## ARTICLE 10 - SUBMITTAL OF BID

---

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

- [A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a).]
- [B. Non-Collusion Affidavit]
- [C. Valid Business Licensing/Registration Information]

10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Solicitation title (and, if applicable, the designated portion of the Solicitation for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Sealed Bid for DMH Digital Radiology Equipment." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

10.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

10.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

10.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

---

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## **ARTICLE 12 - OPENING OF BIDS**

---

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

14.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

14.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

14.03 More than one Bid for the same products from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

14.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

14.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Solicitation.

## ARTICLE 15 - SALES AND USE TAXES

---

15.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

15.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

## BID FORM

### DMH Digital Radiology Equipment

#### TABLE OF ARTICLES

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#### **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners  
Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

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

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

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## ARTICLE 5 – BASIS OF BID

**5.01** Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price	_____	\$_____
	(words)	(numerals)
Acquisition Workstations	_____	\$_____
Two (2) total	(words)	(numerals)
Acquisition Software	_____	\$_____
	(words)	(numerals)
DR 14x17 Wireless CSI Panel	_____	\$_____
- Room 1	(words)	(numerals)
DR 14x17 Wireless CSI Panel	_____	\$_____
- Room 2	(words)	(numerals)
DR Wireless Detectors	_____	\$_____
	(words)	(numerals)
Laptop for Mobile Applications	_____	\$_____
	(words)	(numerals)
System Warranty	_____	\$_____
	(words)	(numerals)

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions.

## ARTICLE 6 – TIME OF COMPLETION

**6.01** Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment on or before the dates or within the number of calendar days indicated in the Bid.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- B. Non-Collusion Affidavit

C. Valid Business Licensing/Registration Information

**ARTICLE 8 – DEFINED TERMS**

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

**ARTICLE 9 – BID SUBMITTAL**

**9.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(*Individual's signature*)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(*Signature of general partner -- attach evidence of authority to sign*)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(*Signature -- attach evidence of authority to sign*)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in *FLORIDA* is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
a. A predecessor or successor of a person convicted of a public entity crime: or  
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ (Name(s)) of \_\_\_\_\_ individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced

## **PART 2—EQUIPMENT SPECIFICATIONS**

## **DMH Digital Radiology Equipment Specifications**

### **Digital Radiography (DR) Minimum Equipment Requirements:**

This equipment must be compatible and retro fitted to GE Proteus radiographic machines. Flat panel detector must be wireless and mobile (non-fixed). Detector weight less than 7 pounds with a 4 hour battery life and be able to store up to 100 images. System to produce DICOM Images in the DICOM 3.0 or later standard with latest windows software. Installation and training included. Minimum specifications are as follows:

### **Acquisition Workstation (two (2) total):**

- Intel Core i3 Dual Core Processor 4330 (3.5GHz)
- 4 GB, Non-ECC, 1333 MHz DDR3, current Windows 64-bit Operating System
- 1 TB hard disk in a Raid 1 (2 drives total)
- 16x DVD +/- RW SATA optical drive
- Integrated Intel Graphics HD4600
- EXTERNAL DATALINK BRIDGE 1TB (RAID1) FOR DATALINK DISASTER RECOVERY
- Professional Monitor: 22 in. LCD, 2 MP, Resolution: 1920 X 1080 pixels, Ratio: 1000:1 (typical)

### **Acquisition Software (on each workstation):**

- Viewers – 5 Clinical Viewing LAN Licenses
- AED Technology – Automatic Exposure Detection: No Generator Interfacing is required, as the AED Feature instantly detects x-ray upon exposure and then completes the acquisition process for review and transfer of studies to PACS
- DICOM Store/Transfer to PACS
- Auto-Routing and Scheduled periodic back-up
- Image Preview - in 3 Seconds.
- Customizable Anatomical exam tree and image processing parameters (mag, crop, invert, line measurement, angle measurement, text, arrow, L&R Markers, clockwise rotation, counter-clockwise rotation).
- Patient Registration - Manually or DICOM Modality Worklist. DICOM Modality Worklist is a standard feature and is available for use provided that the EMR/EHR/RIS accommodates Modality Worklist.
- Print: DICOM Printer or Desk Top Paper Printer.
- Stitching – Manually and Auto.
- Archive: CD/DVD – Archive to removable drive.
- Patient Size Selection: Pediatric, Small, Medium, Large Adult. - Black Surround Fill

### **DR 14x17 Wireless CSI Panel (on each workstation):**

- Detection Area: 14x17 inch (35cm x 43cm)
- Dimensions: W: 15 x L: 18.1 x D: 0.59 in. (38 x 46 x 1.5 cm) Scintillator Amorphous Silicon: Cesium-Iodide (CsI)
- Pixel Array: 2560 x 3072 pixels (7.8 MP)
- Pixel Pitch/Size: 140 µm
- Resolution: 3.5 lp/mm

- Grayscale Depth: 14 bits/16,384
- Dynamic range: >15000 LSB
- Energy range: 40 -150 kV
- High resolution image display preview: 3 seconds
- Data output: 1 G Ethernet

**DR Wireless Detectors Include (Included In both panels):**

- Multi-Detector (3) Connection SCU/Power Supply Unit: 24VDC, 0.8A from a dedicated power supply 15m (45ft) Power Cord and Cat.6 Communication LAN Cable.
- 3 Bays and Batteries, Battery Charger per detector.
- SCU/Power Unit able to connect up to three Panels.
- LAN communication (IEEE 802.11a/b/g/n) feature, dual band (2.4GHz/ 5GHz) supported high speed acquisition (Preview: 2 seconds, Processed Image: 6.5 Sec.)

**Laptop for Mobile Applications:**

- 15.6"HD+ Display, 180GB Hard Drive, 2.6 GHz, Intel Turbo Boost Technology 3.3 GHz, Dual-Core i5-3320M, 4GB RAM, 1600 MHZ, 6 Cell Battery 9 (hrs) Include 3 (3) Year Next Business Day Warranty.

**System Warranty:**

- Warranty Coverage M-F, 8:30am-5pm, 24/7 Emergency dispatched.
- 5 Yr DR Panel Warranty
- 1yr computer and hardware warranty
- 5 Yr Drop Coverage

**Training/Support:**

- Site installation for equipment
- On-Site Equipment training for DMH Staff (each shift - 14 Day minimum)
- Connect and validate working interface with DMH electronic medical record system

## Margaret Dunn

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**From:** Mary Lescher <mlescher@doctorsmemorial.com>  
**Sent:** Monday, December 1, 2014 4:26 PM  
**To:** Margaret Dunn  
**Cc:** Mary Lescher; Purchasing.  
**Subject:** RE: Bid Document Prepared for DMH Radiology Equipment  
**Attachments:** DMH Radiology DR specifications (2).docx

BID Documents: Article 5 is appropriate.

BID Form: Article 5 Basis of Bid please revise  
5.01, we need to add another acquisition Workstation (should be 2 total)

Part 2, "Equipment Specifications" : please revise language to reflect "current Windows System 64 bit OS

- 4GB, Non EEC, 13333 MHz DDR3, OS Windows 7 64 bit

Replace "OS Windows 7 64 bit" with "current Windows 64 bit OS".

In Part 2 under "Digital Radiography (DR) Equipment Requirements"  
Please change to: "Digital Radiography (DR) Minimum Equipment Requirements"

Thank you,  
Mary

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**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Wednesday, November 26, 2014 1:07 PM  
**To:** Mary Lescher; Amanda Gregory; CONRAD BISHOP  
**Cc:** Dustin Hinkel  
**Subject:** Bid Document Prepared for DMH Radiology Equipment

We want to take this before the Board on Dec 16. Please review and offer any edits by December 9. Mary, if this format meets Conrad's approval (our legal counsel), it will be the format for any future bid packages we put together.

Mary, in the document under Article 5 – Site and Other Areas, please notice the wording and let us know if we should be more specific.

Once everyone has blessed this document and after it gets Board approval on December 16, I will advertise twice. We will have the package available on our website; and, Mary, I will forward you the pdf to upload to MedAssets or put on your website. We will want to ensure that the three vendors who have previously quoted you are also made aware that they will need to update their quotes and follow the new procedure for returning bids. We will not be able to use the bids previously furnished by those three vendors.

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 102 Desk

850-843-6299 Cell  
850-838-3501 Fax  
[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)

## Margaret Dunn

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**From:** Mary Lescher <mlescher@doctorsmemorial.com>  
**Sent:** Tuesday, December 2, 2014 2:01 PM  
**To:** Margaret Dunn  
**Cc:** Mary Lescher; Purchasing.  
**Subject:** RE: Bid Document Prepared for DMH Radiology Equipment

Please add to specs: site installation and training support during and after installation, and interface to DMH electronic medical record

---

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Tuesday, December 02, 2014 11:23 AM  
**To:** Mary Lescher  
**Cc:** Purchasing.  
**Subject:** RE: Bid Document Prepared for DMH Radiology Equipment

Mary, please look at the highlighted portion – Article 3 – Qualifications of Bidders. I think this would not normally be in a bid where merchandize is being purchased; however, we were unsure if your purchase requires any kind of certification or endorsement? Please give us some guidance on that portion.

---

**From:** Mary Lescher [mailto:mlescher@doctorsmemorial.com]  
**Sent:** Monday, December 1, 2014 4:26 PM  
**To:** Margaret Dunn  
**Cc:** Mary Lescher; Purchasing.  
**Subject:** RE: Bid Document Prepared for DMH Radiology Equipment

BID Documents: Article 5 is appropriate.

BID Form: Article 5 Basis of Bid please revise  
5.01, we need to add another acquisition Workstation (should be 2 total)

Part 2, "Equipment Specifications" : please revise language to reflect "current Windows System 64 bit OS

- 4GB, Non EEC, 13333 MHz DDR3, OS Windows 7 64 bit
- Replace "OS Windows 7 64 bit" with "current Windows 64 bit OS".

In Part 2 under "Digital Radiography (DR) Equipment Requirements"  
Please change to: "Digital Radiography (DR) Minimum Equipment Requirements"

Thank you,  
Mary

---

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Wednesday, November 26, 2014 1:07 PM  
**To:** Mary Lescher; Amanda Gregory; CONRAD BISHOP  
**Cc:** Dustin Hinkel  
**Subject:** Bid Document Prepared for DMH Radiology Equipment

We want to take this before the Board on Dec 16. Please review and offer any edits by December 9. Mary, if this format meets Conrad's approval (our legal counsel), it will be the format for any future bid packages we put together.

Mary, in the document under Article 5 – Site and Other Areas, please notice the wording and let us know if we should be more specific.

Once everyone has blessed this document and after it gets Board approval on December 16, I will advertise twice. We will have the package available on our website; and, Mary, I will forward you the pdf to upload to MedAssets or put on your website. We will want to ensure that the three vendors who have previously quoted you are also made aware that they will need to update their quotes and follow the new procedure for returning bids. We will not be able to use the bids previously furnished by those three vendors.

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 102 Desk  
850-843-6299 Cell  
850-838-3501 Fax  
[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)

## Margaret Dunn

---

**From:** Mary Lescher <mlescher@doctorsmemorial.com>  
**Sent:** Wednesday, November 26, 2014 1:30 PM  
**To:** Margaret Dunn; Amanda Gregory; CONRAD BISHOP; Geri Forbes  
**Cc:** Dustin Hinkel  
**Subject:** RE: Bid Document Prepared for DMH Radiology Equipment  
**Attachments:** Radiology Equipment\_RFP.PDF

Dear Margaret,

Greatly appreciate the communication and will wait for feedback from Geri. We can discuss the document at our Wednesday, December 3, 2014 meeting. Have a wonderful holiday.

Thank you,  
Mary

---

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Wednesday, November 26, 2014 1:07 PM  
**To:** Mary Lescher; Amanda Gregory; CONRAD BISHOP  
**Cc:** Dustin Hinkel  
**Subject:** Bid Document Prepared for DMH Radiology Equipment

We want to take this before the Board on Dec 16. Please review and offer any edits by December 9. Mary, if this format meets Conrad's approval (our legal counsel), it will be the format for any future bid packages we put together.

Mary, in the document under Article 5 – Site and Other Areas, please notice the wording and let us know if we should be more specific.

Once everyone has blessed this document and after it gets Board approval on December 16, I will advertise twice. We will have the package available on our website; and, Mary, I will forward you the pdf to upload to MedAssets or put on your website. We will want to ensure that the three vendors who have previously quoted you are also made aware that they will need to update their quotes and follow the new procedure for returning bids. We will not be able to use the bids previously furnished by those three vendors.

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 102 Desk  
850-843-6299 Cell  
850-838-3501 Fax  
[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)

22

# TAYLOR COUNTY BOARD OF COMMISSIONERS

**SUBJECT/TITLE:**



Taylor County Development Authority  
FY 2014-2015 appropriated funds

**Meeting Date:**

December 16, 2014

**Statement of Issue:** The Taylor County Development Authority requests the release of FY 2014-2015 appropriated funds in the amount of \$150,000.

**Recommendation:** approval for release

**Fiscal Impact:** \$ 150,000 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** Taylor County Development Authority

**Contact:** Scott Frederick or Lavonne Taylor

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Attachments:** 1. TCDA Financial Statements ending September 30, 2014  
2. Year end Powerpoint presentation

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A LETTER OF SUPPORT FOR THE RURAL SCIENCE, TECHNOLOGY, ENGINEERING, MATHEMATICS (STEM) FLORIDALEARNS SCHOLARS PROGRAM TARGETING RURAL MIDDLE AND HIGH SCHOOL STUDENTS, AS REQUESTED BY JEFF HENDRY, EXECUTIVE DIRECTOR, NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, AND PRESENTED BY SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY.

MEETING DATE REQUESTED:

DECEMBER 16, 2014

Statement of Issue:

NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERS REQUESTS THAT ALL RURAL ECONOMIC DEVELOPMENT PARTNERS ADOPT AND SUBMIT A LETTER OF SUPPORT FOR THE RURAL FLORIDALEARNS STEM SCHOLARS PROGRAM TARGETING MIDDLE AND HIGH SCHOOL STUDENTS. STATE FUNDING IS REQUIRED TO KEEP THIS SUCCESSFUL PROGRAM OPERATING.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

JEFF H. HENDRY, EXECUTIVE DIRECTOR NFEDP

Contact:

850-487-1870

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Wednesday, November 12, 2014 1:53 PM  
**To:** 52281\_61714.tl196630@tasks.teamwork.com  
**Cc:** Scott Frederick (scottfrederick@fairpoint.net); Margaret Dunn  
**Subject:** FW: Letter of Support Requested from our NFEDP Partners for Rural STEM Program  
**Attachments:** FLSS Letter of Support.doc

**Importance:** High

Margaret,

Please place this on our letterhead and prepare it to go on the Board's agenda in December. Scott would you like to be the presenter?

Thanks!

## Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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

201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

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**From:** Hendry, Jeffrey [mailto:jhendry@iog.fsu.edu]  
**Sent:** Wednesday, November 12, 2014 11:13 AM  
**Subject:** Letter of Support Requested from our NFEDP Partners for Rural STEM Program  
**Importance:** High

NFEDP Partners, per our Rural Issues Working Group that met in conjunction with the Rural Economic Development Summit last week in St. Augustine, there was unanimous consensus that all of our rural Economic Development Partners should adopt and submit a Letter of Support for the Rural Science Technology Engineering Mathematics (STEM)LEARNs program targeting rural middle and high school students. It has been a very successful program but will require state

funding in order to continue the great work that has been accomplished over the past 3 years. Moreover, the development of a pipeline of workforce talent in our region is critical and this program enhances that goal greatly!

We have attached for you a sample letter that you can simply customize for your signature, place on your letterhead, and **forward to me**. You can do this electronically via a scanned version of the letter but please also forward a hard copy. Also, your letter should be copied to Brenda Crouch who is consolidating all letters statewide; Brenda's email address is: [crouch@paec.org](mailto:crouch@paec.org).

If your Board of County Commissioners or Municipal Government can approve a support letter that would be tremendous as well. So we are looking for your EDCs, Chambers, Regional CareerSource offices, individual businesses, and your governing bodies to participate by submitting a Letter of Support for this program's continuance. We encourage you to forward to individual businesses in your community to also submit a letter of support.

If you have questions or need additional information, please call or email me.

With Gratitude



Jeff H. Hendry  
Executive Director  
3200 Commonwealth Blvd  
Suite 7  
Tallahassee, FL 32303  
[jhendry@log.fsu.edu](mailto:jhendry@log.fsu.edu)  
850.487.1870  
850.487.0041 (fax)

## **SAMPLE LETTER OF SUPPORT – *FLORIDALEARNS STEM SCHOLARS* PROJECT**

Note: Additional Project Information is Available at [www.floridalearnsstemscholars.org](http://www.floridalearnsstemscholars.org)

Please print on letterhead and return a signed copy in a scanned pdf file to:

Linda Arrant at [arrantl@paec.org](mailto:arrantl@paec.org)

[DATE]

[Patrick L. McDaniel, Executive Director  
Panhandle Area Educational Consortium  
753 West Boulevard  
Chipley, FL 32428]

[Dear Mr. McDaniel:]

As the (CEO, Executive Director, etc.) of (name of organization), I am pleased to support Florida's three educational consortia: Heartland Educational Consortium (HEC), North East Florida Educational Consortium (NEFEC) and Panhandle Area Educational Consortium (PAEC) as they seek legislative funding for continuation and expansion of the *FloridaLearns STEM Scholars* Project.

Students in Florida's small and rural school districts face unique academic, partnership, activity, and support challenges in becoming STEM-ready. Over the past three and a half years, these challenges have been met through the *FloridaLearns STEM Scholars* Project, a successful collaborative effort among the three consortia, regional partners, and the 27 school districts served by the project.

Ensuring students in Florida's small and rural school districts have access to challenging STEM educational and leadership opportunities in a manner comparable and equitable to the access afforded students in larger, urban districts is foundational. The project's goals are to: (1) positively impact high school students' perceptions, knowledge and skills in STEM, (2) capitalize on partnerships to maximize STEM-related experiences for participants, (3) guide participants through STEMcentric counseling in establishing STEM academic and career goals, (4) enhance participants' ability to assume leadership and participatory roles and increase educators' ability to provide individualized STEM instruction, (5) develop and disseminate the *FloridaLearns STEM Scholars Program of Study*, which is focused on achievement of rigorous STEM academic preparation, and (6) provide collaborative STEM learning and STEM leadership activities on post-secondary campuses.

Impact of the *FloridaLearns STEM Scholars* Project is well-documented and it is imperative for this initiative to be continued and expanded to guarantee that Florida's rural communities have a human capital talent supply chain. This is critical for our rural districts in meeting the current and projected STEM workforce talent demand, while helping fuel economic development throughout Florida. I have strong confidence that HEC, NEFEC, and PAEC will continue to effectively implement the project's work plan to ensure educators, businesses, parents, and communities are empowered to meet the unique needs of Florida's rural students and positively impact Florida's economic future.

Sincerely,



## 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

DUSTIN M. HINKEL, 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

December 16, 2014

Patrick L. McDaniel, Executive Director  
Panhandle Area Educational Consortium  
753 West Blvd.  
Chipley, FL 32428

Dear Mr. McDaniel:

As the Chair of the Taylor County Board of County Commissioner, I am pleased to support Florida's three educational consortia: Heartland Educational Consortium (HEC), North East Florida Educational Consortium (NEFEC) and Panhandle Area Educational Consortium (PAEC) as they seek legislative funding for continuation and expansion of the *FloridaLearns STEM Scholars Project*.

Students in Florida's small and rural school districts face unique academic, partnership, activity, and support challenges in becoming STEM-ready. Over the past three and a half years, these challenges have been met through the *FloridaLearns STEM Scholars Project*, a successful collaborative effort among the three consortia, regional partners, and the 27 school districts served by the project.

Ensuring students in Florida's small and rural school districts have access to challenging STEM educational and leadership opportunities in a manner comparable and equitable to the access afforded students in larger, urban districts is foundational. The project's goals are to: (1) positively impact high school students' perceptions, knowledge and skills in STEM, (2) capitalize on partnerships to maximize STEM-related experiences for participants, (3) guide participants through STEMcentric counseling in establishing STEM academic and career goals, (4) enhance participants' ability to assume leadership and participatory roles and increase educators' ability to provide individualized STEM instruction, (5) develop and disseminate the *FloridaLearns STEM Scholars Program of Study*, which is focused on achievement of rigorous STEM academic preparation, and (6) provide collaborative STEM learning and STEM leadership activities on post-secondary campuses.

The impact of the *FloridaLearns STEM Scholars Project* is well-documented and it is imperative for this initiative to be continued and expanded to guarantee that Florida's rural communities have a human capital talent supply chain. This is critical for our rural districts in meeting the current and projected STEM workforce talent demand, while helping fuel economic development throughout Florida. I have strong confidence that HEC, NEFEC, and PAEC will continue to effectively implement the project's work plan to ensure educators, businesses, parents, and

Patrick L. McDaniel  
December 16, 2014  
Page Two

communities are empowered to meet the unique needs of Florida's rural students and positively impact Florida's economic future.

Sincerely,

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

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER UPDATING THE FLORIDA ENTERPRISE ZONE PROGRAM SIGNATURE AUTHORIZATION FORM, AS AGENDAED BY SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Wednesday, November 19, 2014 6:58 PM  
**To:** Margaret Dunn; Lavonne Taylor  
**Subject:** Fwd: EZDA signature authorization  
**Attachments:** image003.jpg; ATT00001.htm; EZDASIGNATUREFORM-signed.pdf; ATT00002.htm

Lavonne,

The Chair will sign the document after the Board approves the document for signature at the 12/16 meeting. Please compile an agenda request and get it to Margaret prior to the deadline.

Thanks!

Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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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.

Begin forwarded message:

**From:** Lavonne Taylor <[lavonne.taylor@fairpoint.net](mailto:lavonne.taylor@fairpoint.net)>  
**Date:** November 19, 2014 at 3:32:35 PM EST  
**To:** Dustin Hinkel <[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)>  
**Subject:** EZDA signature authorization

Dustin,

Please see the attached signature form. As Clay responded, the BOCC Chairperson will need to sign the form. Please advise next steps.

Have a great evening!

Lavonne Taylor  
Assistant  
Taylor County Development Authority  
P:850-584-5627  
M:850-843-0373  
[www.floridasrisingstar.com](http://www.floridasrisingstar.com)

## Margaret Dunn

---

**From:** Olson,Clay B <cbolson@ufl.edu>  
**Sent:** Wednesday, November 19, 2014 3:26 PM  
**To:** lavonne.taylor@fairpoint.net  
**Cc:** Dustin Hinkel; scottfrederick@fairpoint.net; Margaret Dunn  
**Subject:** FW: EZDA Signature Authorization Form signed

Lavonne – Burt says we need the chair of the Board to sign with no EZDA – Please forward to Dustin for signature – Dustin please advise if this needs to be an agenda item and I will attend – thanks

Clay

---

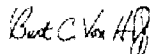
**From:** Von Hoff, Burt [mailto:Burt.VonHoff@deo.myflorida.com]  
**Sent:** Wednesday, November 19, 2014 7:46 AM  
**To:** Olson,Clay B  
**Subject:** RE: EZDA Signature Authorization Form signed

Hello Clay,  
It would be best for the Chair of the BOCC to sign the form.

We hope this information will be helpful.

Please let us know if you have any questions.

Best Wishes,



Burt C. Von Hoff  
Special Programs Manager  
Florida Department of Economic Opportunity  
Division of Strategic Business Development  
107 E. Madison Street  
Caldwell Building, MSC 80  
Tallahassee, FL 32399  
O: 850.717.8974  
F: 850.410.4770  
[Burt.Vonhoff@deo.myflorida.com](mailto:Burt.Vonhoff@deo.myflorida.com)

[www.floridajobs.org](http://www.floridajobs.org)



---

**From:** Olson,Clay B [mailto:cbolson@ufl.edu]  
**Sent:** Tuesday, November 18, 2014 4:58 PM  
**To:** Von Hoff, Burt  
**Subject:** FW: EZDA Signature Authorization Form signed

Hi Burt –We do not have an active EZDA or chair, can I sign this as EZ Coordinator? Or do I need the Board of County commission to sign – thanks

Clay

**From:** Lavonne Taylor [mailto:[lavonne.taylor@fairpoint.net](mailto:lavonne.taylor@fairpoint.net)]  
**Sent:** Monday, November 17, 2014 11:10 AM  
**To:** Olson, Clay B  
**Subject:** EZDA Signature Authorization Form signed

Good morning Clay!

Are you still the EDZA chairperson? If so, would you please sign this form and I will send it to Mr. Von Hoff.

Thank you!

**Lavonne Taylor**  
**Assistant**  
**Taylor County Development Authority**  
**P:850-584-5627**  
**M:850-843-0373**  
[www.floridasrisingstar.com](http://www.floridasrisingstar.com)



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# FLORIDA ENTERPRISE ZONE PROGRAM

# ENTERPRISE ZONE DEVELOPMENT AGENCY

## SIGNATURE AUTHORIZATION FORM

The Board of Commissioners of the Taylor County -6201

**Enterprise Zone Development Agency** has authorized the following individual(s) to sign the Florida Department of Revenue forms for the Florida Enterprise Zone Program.

## AUTHORIZED NAMES

**PHONE NUMBER**

## SIGNATURES

Lavonne Taylor

850-584-5627\_\_\_\_\_

Lavonne Taylor

Type Name

Signature

Scott Frederick

850-584-5627

Scott McLeish

Type Name

Signature

Type Name

Signature

Type Name

Signature

When the **EZDA Board of Commissioners** adds or changes the names of authorized signatures, we will send you an updated EZDA Signature Authorization Form.

Name of EZDA Board of Commissioners Chairperson

**Signature of EZDA Board Chairperson**


Date \_\_\_\_\_

Phone Number

Return to:

**Burt Von Hoff**  
Florida Department of Economic Opportunity  
Division of Strategic Business Development  
107 East Madison Street  
Tallahassee, Florida 3239  
PH: 850/717-8974      FAX: 850/410-4770  
e-mail: [burt.vonhoff@deo.myflorida.com](mailto:burt.vonhoff@deo.myflorida.com)  
[www.floridaenterprisezone.com](http://www.floridaenterprisezone.com)

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BOARD OF COUNTY COMMISSIONERS REPORT	
	<b>SUBJECT/TITLE:</b> THE BOARD TO CONSIDER MAKING TWO APPOINTMENTS TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY, BOTH FOR TWO-YEAR TERMS, AS AGENDAED BY SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY
	<b>MEETING DATE REQUESTED:</b> DECEMBER 16, 2014

**Statement of Issue:** THERE ARE TWO SEATS ON THE TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD WHOSE TERMS ARE EXPIRING, THUS REQUIRING APPOINTMENTS BY THE BOARD OF COUNTY COMMISSIONERS FOR TWO-YEAR TERMS. THERE ARE FOUR APPLICATIONS FOR THE POSITIONS, TWO OF WHICH WERE FILED AFTER THE DEADLINE.

**Recommended Action:** CONSIDER APPOINTING TWO MEMBERS TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY.

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY

**Contact:** 850-584-5627

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** APPLICATIONS AND CORRESPONDENCE



## **NORTH FLORIDA'S RISING STAR**

TAYLOR COUNTY DEVELOPMENT AUTHORITY

***Be part of shaping Taylor County's future  
and play a role in developing our economy***

### **NOW ACCEPTING APPLICATIONS FOR BOARD OF DIRECTORS**

Applicant credentials:

- Taylor County resident, fulfill two-year term.
- Attend board meetings, strategic planning sessions, county commission meetings.
- Support TCDA's goals and objectives.
- Applicants: Submit a resume outlining your experiences, qualifications and interest in serving on the TCDA Board of Directors.

Please e-mail resumes to:  
[lavonne.taylor@fairpoint.net](mailto:lavonne.taylor@fairpoint.net)  
Deadline: Dec. 5, 2014, 2 p.m.

\*Applicants appointed by the  
Taylor County Board of County Commissioners

## Margaret Dunn

---

**From:** Lavonne Taylor <lavonne.taylor@fairpoint.net>  
**Sent:** Friday, December 5, 2014 12:40 PM  
**To:** Margaret Dunn  
**Subject:** Resumes for TCDA board  
**Attachments:** Dodimead, Alan Resume.doc; tcda\_141204155028.pdf

Margaret,

Please see the attached resumes that I received so far. If anymore come in I will send them to you.

Have a great weekend!

Lavonne Taylor  
Assistant  
Taylor County Development Authority  
P:850-584-5627  
M:850-843-0373  
[www.floridasrisingstar.com](http://www.floridasrisingstar.com)



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11249 US HWY 19 S  
Perry, FL 32348  
(850)843-7326  
[aland@aaa-mail.com](mailto:aland@aaa-mail.com)

# Alan E Dodimead

## ***Profile:***

---

Accomplished senior sales executive backed by thirteen years of experience within the professional market, having vast experience in sales strategic planning, daily sales operations and excellent knowledge of the sales field, confident to meet and exceed any goals or expectations..

## ***Experience:***

---

March 2014 - Present

**American Aluminum Accessories, Inc., Perry, FL**

**Director of Sales & Marketing**

- Design sales strategies and performance metrics.
- Cooperating with senior executives – Cross-functional team management experience.
- Excellent organizational, presentation, negotiation and multitasking skills.
- Outstanding written and verbal communication skills.
- Leadership and charisma – Strong entrepreneurial spirit.
- Carried out analyses of statistics to determine potential growth; designed sales performance goals and monitored performance on a regular basis..
- Supervised sales and marketing manpower as well as the hiring and training of personnel.
- Consistently integrated plans with available processes, procedures, IT systems and others.
- Designed successful sales techniques/strategies/tactics from customer and market feedback.

April 2013 – March 2014

**Rexel USA, Tallahassee, FL**

**Area Operations Manager**

- Responsible for developing organizational structures for the organization by accelerating the growth in the level of leadership, responsibility and accountability of individual employees.
- Sets the direction and ensures the protocols are in place to support the achievement of defined safety, quality, cost and housekeeping objectives.
- Evaluates organizational capability, identifies problems and implements plans to optimize safety, productivity, quality, cost and housekeeping.
- Responsible for monthly audits on Inventory Valuations and moving dead stock out and keeping overall inventory costs in line.
- Brings out the best in individuals and team while maintaining a positive working relationship with all employees.
- Manages and regularly directs hourly employees.
- Provides leadership in the area of employee relations.
- Maintain the correct Inventory levels based on sales history and customer requests
- Responsible for procurement of stocking items as well as non-stock special orders

March 2012 – April 2013

**Fastenal Co., Perry, FL**

**Branch General Manager**

- Responsible for managing all store operations and personnel
- Set customer pricing for all accounts and continue to grow existing base of business
- Manage inventory and make appropriate business decisions in regards to product levels
- Have grown branch sales and overall profitability by over 125%
- Examine monthly ROA and P & L to make the proper decisions in regards to branch operations to ensure profitability

October 2009 – March 2012

**Entertainment Publications, Orlando, FL**

**Regional Manager**

- Responsible for managing a regions personnel, sales objectives, goals and processes implementation
- Provided recommendations for new hire retention
- Enforced basic expectations and performed basic expectation assessments and other evaluations as required by job descriptions
- Resource for developing business plan and setting team goals and objectives.

March 2004 – March 2008

**Dynetech Corp., Orlando, FL**

**Senior Sales Trainer**

- Created Training programs for sales/support staff and conducted WebEx based on-going training sessions for sales team.
- Accountable for sales training of all product users for regional sales campaigns.
- Increased company profitability by an average of 6% with increased training on product, resulting in additional gross revenue to the company.
- Consistently exceeded company expectations for training material, session quality and base lines metrics set by management.
  - **Previously held positions within company:**
    - **International Sales Presenter;** Gave live sales presentations to groups of up to 150 prospective clients across the country.
    - **International Sales Representative/Team Leader;** Conducted face-to-face sales and managed team of sales associates during sales campaign.

August 2001 - March 2004

**T. Rowe Price, Tampa, FL**

**Investment Service Specialist**

- Responsible for servicing client accounts, referring clients to advisory services, and identifying opportunities to increase client holdings within firm.
- Was consistently in top 5% of production within company.
- Received merit awards for client volume and new account referrals.

***Education:***

---

**University of Florida, Gainesville, FL**

B.S. Resource Economics

Minor in Business Management

June 2001

***Military Service:***

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**U.S Navy**

***Electronics technician***

***Computer Skills:***

---

Microsoft Word, Excel, PowerPoint, Outlook, WebEx, Sales Force, Social Networking, Eclipse

**Internships:**

**Motorola Cellular Tower Facility Libertyville, IL**

- Line Production Supervisor Trainee

**Motorola Mobility Production Harvard, IL**

- Quality Assurance Department Trainee

Agent of



4550 S US 19  
Perry, Fl. 32348

850-223-2600 Phone  
850-223-2636 Fax

December 4, 2014

Dear Taylor County Commissioners,

I'm Michael Hunter, Owner of Foley Spotting Services, Inc./E-Transport Carriers here in Taylor County, Florida. I have been a business owner since April 1999 and I would like the opportunity to serve as a Board Member for the Taylor County Development Authority.

My wife of 31 years, Sandy, and I were both born and raised right here in Taylor County and raised our three children here. In 1999, we started Foley Spotting Service, Inc. Foley Spotting is a business in which we shuttle containers in and out of Georgia Pacific to be loaded with product. We started with four employees and have grown tremendously. Today, we employ 17 Taylor County residents as well as numerous Owner Operator truck drivers.

I am a huge proponent of economic development. Investing in our community is of utmost importance. I love living in Taylor County and I want to continue to see other businesses come to our county and provide jobs for our residents.

Sincerely,

Mike Hunter

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Tuesday, December 9, 2014 9:48 AM  
**To:** Lavonne Taylor; Margaret Dunn  
**Cc:** CONRAD BISHOP (lawbishop@gtcom.net)  
**Subject:** RE: Taylor County Development Authority Appointment  
**Attachments:** TCDA Board of Directors 2x6-5 11-5-14.pdf

We will alert the Board of the late entry.

Margaret please include the advertisement and the below email request in the packet. Please allow for an extra space on the ballot and matrix should the Board decide to allow this to be written in.

Thanks!

## Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Lavonne Taylor [mailto:[lavonne.taylor@fairpoint.net](mailto:lavonne.taylor@fairpoint.net)]  
**Sent:** Monday, December 08, 2014 4:07 PM  
**To:** Margaret Dunn  
**Cc:** Dustin Hinkel  
**Subject:** FW: Taylor County Development Authority Appointment

Hi Margaret,

Below is an email that I received Friday, Dec. 5. The email time stamp is after the deadline of 2 p.m.

Thank you,

Lavonne Taylor  
Assistant  
Taylor County Development Authority  
P:850-584-5627  
M:850-843-0373  
[www.floridasrisingstar.com](http://www.floridasrisingstar.com)



**From:** Auley Rowell [<mailto:auley@fairpoint.net>]  
**Sent:** Friday, December 05, 2014 4:53 PM  
**To:** 'Lavonne Taylor'  
**Subject:** Taylor County Development Authority Appointment

Lavonne,

Please place my name William Auley Rowell P.O. Box 659 Shady Grove ,Fl. for consideration for a position of the Taylor County Development Authority,

Sent @ 4:50 Friday November 5, 2014.

Thanks

Auley



This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

## Margaret Dunn

---

**From:** Lavonne Taylor <lavonne.taylor@fairpoint.net>  
**Sent:** Thursday, December 4, 2014 9:09 AM  
**To:** Margaret Dunn  
**Subject:** RE: Board application

Thanks Margaret, I will call her!

Lavonne Taylor  
Assistant  
Taylor County Development Authority  
P:850-584-5627  
M:850-843-0373  
[www.floridasrisingstar.com](http://www.floridasrisingstar.com)



---

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Thursday, December 04, 2014 8:58 AM  
**To:** Lavonne Taylor  
**Cc:** Dustin Hinkel; scottfrederick@fairpoint.net  
**Subject:** Board application

Lavonne, I received a phone call yesterday from a woman named "Lacy." She asked where she might get an application for the TCDA Board. Would you mind calling her and letting her know, please. Her number is 850-223-2600. If I need to follow up in any way, I am happy to.

Thanks, Lavonne.

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 102 Desk  
850-843-6299 Cell  
850-838-3501 Fax  
[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)



This email is free from viruses and malware because avast! Antivirus protection is active.

## Margaret Dunn

---

**From:** Lavonne Taylor <lavonne.taylor@fairpoint.net>  
**Sent:** Tuesday, December 9, 2014 3:51 PM  
**To:** Margaret Dunn  
**Subject:** RE: TCDA Board  
**Attachments:** Rudolph Parker application.pdf

Please see the attached. Please note this application was received after the deadline on Tuesday, December 9.

Lavonne Taylor  
Assistant  
Taylor County Development Authority  
P:850-584-5627  
M:850-843-0373  
[www.floridasrisingstar.com](http://www.floridasrisingstar.com)



---

**From:** Margaret Dunn [mailto:[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)]  
**Sent:** Tuesday, December 09, 2014 2:37 PM  
**To:** Lavonne Taylor  
**Subject:** TCDA Board

Will you give me some background info, please. How many open positions there are on the Board? Who is leaving? What are the terms of office? I have nothing but the two names you gave me and the note about Auley. Did Lacy ever file?

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 102 Desk  
850-843-6299 Cell  
850-838-3501 Fax  
[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)



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

# TAYLOR COUNTY DEVELOPMENT AUTHORITY

## BOARD OF DIRECTORS APPLICATION

The applicant must be 18 years old or older.

Name: Rudolph Parker

Phone: 584-9656

Address: 4400 Rudolph Parker Lane

email: rparker@fairpoint.net

Applicant is:

Yes No

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | A resident of Taylor County                          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend all board meetings                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to complete a two-year term                  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to support TCDA's main goal of job creation  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend annual strategic planning sessions |

Please explain your interest in serving on the TCDA board:

- (1) Have always supported efforts to bring in more economic development.  
(2) Believe that job growth and development must be continually sought and feel that I can ~~not~~ be a positive force, working in concert with others, to help bring in the kind of industry we need in order to have a progressive community.  
(3) My heart is into helping our community prosper.

Experiences or qualifications:

Served on the TCDA board in the distant past, and more recently, as the representative of the County Commission.

Other:

Rudolph Parker  
Signature

12/7/10  
Date

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Wednesday, December 10, 2014 4:51 PM  
**To:** Margaret Dunn  
**Subject:** FW: Taylor County Development Authority Appointment

FYI

Thanks!

## Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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---

**From:** Lavonne Taylor [mailto:[lavonne.taylor@fairpoint.net](mailto:lavonne.taylor@fairpoint.net)]  
**Sent:** Wednesday, December 10, 2014 3:01 PM  
**To:** 'Auley Rowell'  
**Cc:** Dustin Hinkel; [scottfrederick@fairpoint.net](mailto:scottfrederick@fairpoint.net)  
**Subject:** RE: Taylor County Development Authority Appointment

Thank you.

Lavonne Taylor  
Assistant  
Taylor County Development Authority  
P:850-584-5627  
M:850-843-0373  
[www.floridasrisingstar.com](http://www.floridasrisingstar.com)



---

**From:** Auley Rowell [mailto:auley@fairpoint.net]  
**Sent:** Wednesday, December 10, 2014 2:53 PM  
**To:** 'Lavonne Taylor'  
**Cc:** 'Dustin Hinkel'; 'Scott'  
**Subject:** RE: Taylor County Development Authority Appointment

Lavonne,

Please remove my name from the list for consideration for the TCDA appointment,

Regards  
Auley Rowell

---

**From:** Lavonne Taylor [mailto:lavonne.taylor@fairpoint.net]  
**Sent:** Friday, December 05, 2014 6:31 PM  
**To:** Auley Rowell  
**Subject:** Re: Taylor County Development Authority Appointment

I will add your name Mr. Auley.

Lavonne Taylor  
Economic Development Assistant

On Dec 5, 2014, at 4:53 PM, Auley Rowell <auley@fairpoint.net> wrote:

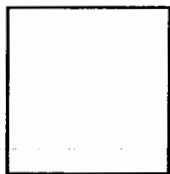
Lavonne,

Please place my name William Auley Rowell P.O. Box 659 Shady Grove ,Fl. for consideration for a position of the Taylor County Development Authority,

Sent @ 4:50 Friday November 5, 2014.

Thanks

Auley



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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO HEAR A PRESENTATION BY JACK SMITH, FOREST AREA SUPERVISOR, FLORIDA FOREST SERVICE, ON THE MAJOR 2013/2014 FISCAL YEAR FORESTRY ACTIVITIES IN TAYLOR COUNTY, AS AGENDAED BY JACK SMITH.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:** THIS IS THE FLORIDA FOREST SERVICE ANNUAL REPORT

**Recommended Action:**

**Fiscal Impact:** N/A

**Budgeted Expense:**

**Submitted By:** JACK SMITH

**Contact:** 850-838-2292

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** FLORIDA FOREST SERVICE ANNUAL REPORT

FLORIDA FOREST SERVICE  
PERRY DISTRICT  
(850) 838-2299  
(850) 838-2284 FAX



618 PLANTATION ROAD  
PERRY, FLORIDA 32348

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

---

November 5, 2014

Honorable Pat Patterson  
Taylor County Commission  
201 East Green St.  
Perry, FL 32348

Dear Mrs. Patterson:

Attached are the 2013/2014 fiscal year activity reports from the Florida Forest Service for the Forest Protection Program and the Cooperative Forestry Assistance Program for Taylor County.

These reports identify the major forestry activities that occurred throughout Taylor County for the period of July 1, 2013 through June 30, 2014.

Should there be any questions or comments regarding this material, please do not hesitate to call this office at 850-838-2290.

Sincerely,

**Adam H. Putnam**  
**Commissioner of Agriculture**

A handwritten signature in black ink, appearing to read "Erin Albury".

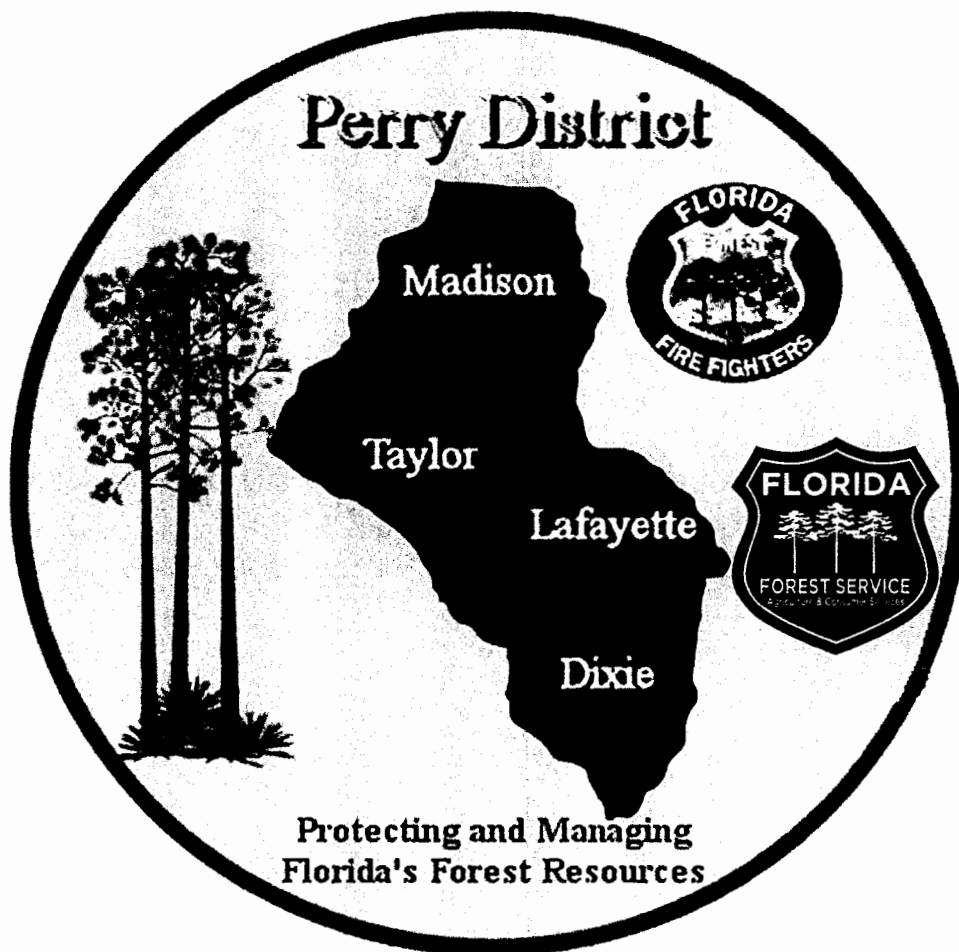
Erin Albury  
District Manager  
Florida Forest Service

cc: Board of County Commissioners, Taylor County  
Forest Management Bureau, FFS  
Forest Protection Bureau, FFS

# **FLORIDA FOREST SERVICE ANNUAL REPORT**

## **COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS**

### **TAYLOR COUNTY, FLORIDA**



In accordance with the Cooperative Agreement between the Taylor County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance Program and Forest Protection Program for the 2013-2014 fiscal year, covering the period of July 1, 2013 to June 30, 2014.

## **Introduction**

The mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations.

Our vision is to accomplish this mission with the key value of earning the public trust through serving people. The Florida Forest Service envisions a leadership role to ensure that natural resources will be managed in a way that perpetuates their special character and meets the changing social and economic needs of the people who live and visit here. It will assume a strong advocacy role for public safety to meet the challenges of wildland fires facing Florida. The strategies employed to accomplish this mission are as follows:

- Provide leadership to protect forests, wildlands, and the public from the destructive effects of wildfire.
- Promote sound forest management practices, which maintain the integrity of the environment and provide for Florida's future natural resource needs.
- Educate the public about the importance of Florida's forests and promote the renewal and protection of these resources.
- Manage public lands for their unique character and to provide multiple public benefits.
- Encourage Florida's communities to establish and perpetuate their urban forests.
- Encourage family forest owners to attain their forestland management goals with guidance and technical assistance that promotes good land stewardship principles.
- Improve the quality of service through the training and development of our people – our single greatest resource. This leadership will encourage innovation, excellence and freedom for personal growth.



## **Forest Protection Program**

The Florida Forest Service provides wildland fire protection in Taylor County through a cooperative agreement with the county. This agreement ensures a complete understanding of the commitment between Taylor County and the Florida Forest Service for emergency response. The county operating plan is a working document that outlines the capabilities and responsibilities of each cooperating agency including timber cooperators. The public benefits when all agencies establish coordinated efforts to handle the same emergency. Additionally, we look for support from emergency service organizations to implement wildland/urban interface mitigation programs throughout the entire year. With the help of the county commission, we will ensure that the citizens have the protection they need from wildland fires.

The Florida Forest Service maintains four Type-2 tractor-plow units, two Type-1 tractors, a 300 gallon brush truck, a 1,000 gallon brush truck, a 5,000 gallon water trailer and a 750 gallon all-terrain vehicle to scout and suppress wildland fires within the county. In addition, the Florida Forest Service Rural Community Fire Protection Program continues to provide equipment to fire departments at little or no cost to them to help them meet their emergency needs.

### **Wildfire Activity**

During the past fiscal year, Florida Forest Service personnel responded to a total of 36 wildfires in Taylor County. These fires burned approximately 91 acres. These numbers represent a slight decrease from the previous year when 39 wildfires burned a total of 115 acres. This decrease can be attributed to continued fire prevention efforts and adequate rainfall. In addition, the support given to the FFS by the Taylor County Commission, Taylor County Fire-Rescue, local volunteer fire departments and cooperators was, once again, very instrumental in helping to limit the impact of wildfires on Taylor County residents.

<b>WILDFIRES BY CAUSE - TAYLOR COUNTY</b>		
<b>JULY 1, 2013-JUNE 30, 2014</b>		
<b>CAUSES</b>	<b>FIRES</b>	<b>ACRES</b>
Lightning	4	47.8
Campfires	0	0
Smoking	0	0
Debris Burning	13	27.3
Incendiary	10	10.7
Equipment	1	.1
Railroad	0	0
Children	1	1
Unknown	5	2.8
Miscellaneous	2	1.6
<b>TOTAL</b>	<b>36</b>	<b>91.3</b>

## Open Burning Program

Through the administration of the State's open burning program, the Florida Forest Service issues burning authorizations for agricultural, silvicultural and rural land clearing purposes to the residents of Taylor County. Through this authorization process, the FFS is better able to regulate and ensure proper and safe outdoor burning. The FFS believes that compliance with open burning laws through a comprehensive burning authorization process as well as aggressive pre-suppression and prescribed burning programs are all essential components of a strong forest protection program.

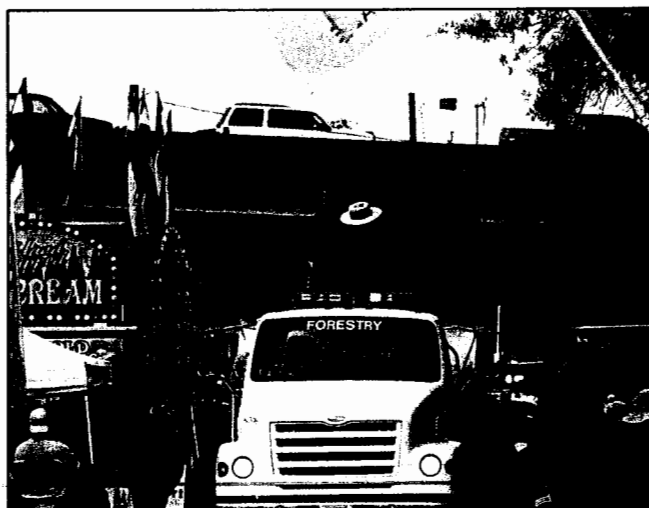
Over the past fiscal year, a total of 638 burn authorizations were issued in Taylor County. These authorizations included 15,307 acres and 1,761 authorized piles. In addition, FFS personnel provided landowner assistance for one pre-suppression fireline plowing request and broadcast burning assistance on 595 acres. FFS personnel also completed five wildfire mitigation projects on 108 acres of land that reduced the threat of wildfire damage for 168 residences and 18 businesses.

<b>BURN AUTHORIZATIONS - TAYLOR COUNTY</b>			
July 1, 2013 – June 30, 2014			
TYPE	AUTHORIZED FIRES	AUTHORIZED ACRES	AUTHORIZED PILES
Agricultural	70	683	21
Silvicultural	221	14,597	383
Land Clearing	347	27	1,357
<b>TOTAL</b>	<b>638</b>	<b>15,307</b>	<b>1,761</b>

On-site inspections are conducted by FFS personnel prior to burn authorizations being issued to landowners who are requesting an authorization for the first time and for authorizations being requested in smoke sensitive areas. These on-site inspections ensure that distance setbacks, adequate equipment and proper control measures are being taken prior to burn authorizations being issued. Last fiscal year, a total of 81 on site inspections were performed in Taylor County. In addition, compliance checks are often performed to ensure compliance with safe burning practices and legal requirements.

## Fire Prevention

Central to the Florida Forest Service's fire prevention efforts is its relationship with local citizens through schools, businesses, civic organizations, volunteer fire departments and local governments to help reduce the number of wildfires.



Last fiscal year, the Florida Forest Service participated in a total of 62 different programs in Taylor County. These events included the Florida Forest Festival, Special Olympics Torch Run, Relay for Life, Fiddler Crab Festival and the Taylor County High School Homecoming Parade.

Numerous Smokey programs were also conducted at the local elementary schools and day care facilities. Through all of these efforts, it is estimated that the FFS message of fire prevention was delivered to 38,000 people in Taylor County.



### **Rural Community Fire Protection**

The Rural Community Fire Protection Program is a partnership in which the Florida Forest Service provides local volunteer fire departments with surplus equipment for the purpose of supporting the wildland firefighting efforts. Taylor County is an outstanding example of what can be accomplished through this program. With the support of the Taylor County Commission, local volunteer fire departments have been able to effectively use this equipment to protect the citizens of Taylor County. During this fiscal year, Taylor County was approved for \$9,503.00 under a Title IV grant that was administered by the FFS to purchase radios, chainsaws and box lights for Taylor County Volunteer Fire Departments.

### **San Pedro Bay Landowners Association**

The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments and other interested parties working together as a unified team in forest resource protection. SPBLA members share a common interest in managing, protecting and promoting forest resources in and around the San Pedro Bay area with a stewardship ethic to ensure that these resources will be available for future generations. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, the annual SPBLA meeting was held on April 11<sup>th</sup> at the AMTEC Less-Lethal Systems facility in Perry.

## **Cooperative Forestry Assistance Program**

The services provided by the county forester range from simple tree species identification and insect/tree disease diagnosis to the preparation of complex, comprehensive, multiple-use forest management plans for private, non-industrial forest landowners of Taylor County. Some of the more commonly-provided services include:

- landowner assistance
- presentation of public information and education
- administration of federal cost-share programs
- assistance with state lands management
- wildfire suppression assistance

### **Landowner Assistance**

During the 2013-2014 fiscal year, the county forester made 56 assists to the residents of Taylor County involving 4,481 acres of land. This work included:

- forest management plan development
- insect and disease detection and treatment
- cost-share programs application
- tree planting equipment rental
- soil testing
- information dissemination regarding site preparation and reforestation, seedling sources and availability, timber management and marketing, fireline and boundary line establishment, prescribed burning assistance, forest certification, Florida's Best Management Practices and timber taxation

The county forester also wrote one general forest management plan and one comprehensive Forest Stewardship/Tree Farm plan. Each of these was written for separate 40 acre properties in Taylor County.

### **Forest Information and Education**

Last fiscal year, the county forester was actively involved in several forestry and environmental education activities. These activities included:

- the FFA State Forestry Contest which is held annually in Perry at Forest Capital Museum State Park



- the FFA District 3 Contest at Gateway College in Lake City
- the FFA Forestry Summer Camp at O'Leno State Park
- a local workshop on woodland security and timber theft
- participation at the Perry Master Gardeners' Club Annual Plant Sale
- attendance at local festivals including the Florida Forest Festival and Fiddler Crab Festival
- the submission of news articles to local newspapers to keep Taylor County residents informed on various forestry related topics

### **Federal Assistance Programs**

The Forest Stewardship Program encourages forest landowners to practice multiple-use resource management. This program provides a wide array of technical assistance and management advice through a comprehensive Forest Stewardship Plan which is available to landowners at no cost or obligation. New enrollment in this voluntary program this past fiscal year totaled one landowner with 40 acres. There are currently sixty-six Taylor County landowners enrolled in the program with total ownership of 15,945 acres.

The Southern Pine Beetle Prevention and Assistance Program focuses on reducing risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and planting of longleaf pine. Longleaf pine planting is specified due to the species' natural resistance to southern pine beetle. No applications were approved in Taylor County this past fiscal year, but all previously approved practices were completed. Most of these did require an extension due to the unusually wet weather the county has experienced over the past year.

Both the Environmental Quality Incentives Program (EQIP) and the Wildlife Habitat Improvement Program (WHIP) are administered by the Natural Resources Conservation Service. In addition, the Conservation Reserve Program (CRP) is administered by the Farm Service Agency. Each of these programs provides opportunities for technical advice and cost-sharing assistance to forest landowners in Taylor County. EQIP funds a host of forestry-related practices including wildlife management enhancement practices formerly offered through WHIP (which was incorporated into EQIP by the 2014 Farm Bill). As a result of the 2014 Farm Bill, opportunities exist for cost-sharing expenses for woodland management practices through both programs. Through a Memorandum of Agreement, the county forester provides technical advice on recommended forestry practices under both the EQIP and CRP programs.

### **Forest Health**

As in previous years, an annual aerial survey of the county was conducted in order to identify any major bark beetle infestations. Once again, there were no detected or reported incidents of southern pine beetle in Taylor County this year. Continuing occurrences of the less aggressive species of bark beetles - including the *Ips spp.* engraver beetles and black turpentine beetles - were reported and contained with little

loss to forest resources. In addition, the county forester performed six forest health inspections in Taylor County during the past fiscal year concerning pine bark beetles and hazard trees.

### **Ecosystem Restoration**

During this past fiscal year, the Florida Forest Service worked in partnership with the University of Florida - Florida Natural Areas Inventory organization to begin the field work for a preliminary assessment of all the viable longleaf pine ecosystems remaining across the state. The *Longleaf Pine Ecosystem Geodatabase Rapid Assessment* project is intended to better identify the remaining longleaf ecosystem acreage in the state and provide a basic idea of its current condition. Several hundred survey plots were located in Taylor County. The results of this report are available from the county forester.

### **Urban Forestry**

For the 22<sup>nd</sup> consecutive year, the City of Perry earned the Tree City, USA designation. The Tree City, USA program recognizes cities for their efforts in maintaining a healthy urban forest. The county forester worked closely with the City of Perry Tree Board and administration, providing urban forestry advice and assistance when needed.



In addition, Arbor Day was celebrated in two locations with tree-planting ceremonies at Perry Elementary School and by the City of Perry at Heritage Park.



### **State Lands Management**

The Florida Forest Service is not the lead managing agency on any state-owned land within Taylor County. However, forestry assistance is extended to other state agencies such as the Florida Fish and Wildlife Conservation Commission, Department of Corrections, and the Suwannee River Water Management District. The county forester is available to assist with timber management activities, such as insect and disease identification and control, timber sale and regeneration information, and prescribed burning recommendations on these properties.

## Training

To enable him to better serve the residents of Taylor County, the county forester attended the following training courses during this past fiscal year:

- *iTree* - an urban forestry assessment and management application
- ArcGIS mapping
- *mini-TRAQ* - an urban tree-condition assessment training program
- Florida's Best Management Practices - for woodland hydrology
- *FL-134 LCES* - Lookouts, Communication, Escape routes and Safety zones

He also participated in webinars covering the following topics:

- Forest Certification in the Eastern United States
- Biomass Harvesting Sustainability
- Making Forest Certification Work

In addition, the county forester attended the agency's annual Cooperative Forestry Assistance workshop where the following topics were discussed:

- Forest Stewardship reporting and mapping
- forest health - insect and disease detection and identification
- GIS training
- EQIP and CRP program updates and projections
- urban forestry program updates - tree risk assessment, Champion Tree program, etc.
- an overview of CFA program offerings

In total, more than 100 hours of training were completed with the aim of providing better service to the residents of Taylor County.

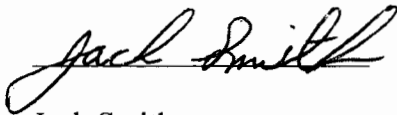
## **Conclusion**

The primary goal of the CFA project in Taylor County for the new fiscal year remains unchanged. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Taylor County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.

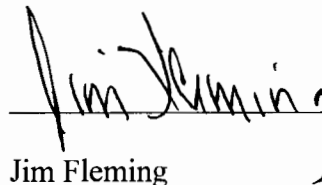
The Florida Forest Service is proud of the investment it has made in the natural resources of Taylor County and its ability to assist the residents of the county. Fire prevention and suppression will continue to be a major focus of this agency due to an ever increasing population. Through the Cooperative Forestry Agreement, the Florida Forest Service will continue to provide sound forest management advice to both the citizens and local governments of Taylor County.

It is our policy to maintain an effective level of service and make any necessary improvements as needs are identified to serve the citizens of Taylor County. For that reason, the Board of County Commissioners of Taylor County is requested to provide comments or suggestions to assist the Florida Forest Service in providing the best service possible.

Respectfully submitted,



Jack Smith  
Forest Area Supervisor  
Florida Forest Service  
618 Plantation Road  
Perry, FL 32348  
850/838-2292



Jim Fleming  
Senior Forester  
Florida Forest Service  
618 Plantation Road  
Perry, FL 32348  
850/838-2286

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND APPROVE THE TAYLOR COUNTY 4-H FOUNDATION AUDIT FOR THE 2013-2014 FISCAL YEAR AND REQUEST FIRST QUARTER FUNDS TO BE RELEASED TO TAYLOR COUNTY 4-H FOUNDATION, AS AGENDAED BY CLAY OLSON, EXTENSION AGENT.

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:**

ON NOVEMBER 17, 2014, AT ITS REGULAR BOARD MEETING, THE COUNTY COMMISSIONERS REVIEWED THE SUBMITTED AUDIT AND ASKED FOR ADDITIONAL INFORMATION BEFORE IT WOULD APPROVE THE AUDIT AND REQUEST THE ADDITIONAL FUNDS. A LETTER FROM THE AUDITORS IS ATTACHED PROVIDING THAT REQUESTED INFORMATION.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

CLAY OLSON

**Contact:**

850-838-3508

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

AUDIT AND SUBSEQUENT CORRESPONDENCE FROM GLOVER & COMPANY, INC., CERTIFIED PUBLIC ACCOUNTANTS, TALLAHASSEE, FLORIDA.

**GLOVER & COMPANY, INC.**

*Certified Public Accountants*

1809 Miccosukee Commons Drive

Suite 108

Tallahassee, Florida 32308

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Telephone (850) 422-1040

Fax (850) 422-1042

November 19, 2014

Taylor County 4-H Foundation, Inc.  
Perry, Florida

Upon your request, we as the auditors of the Taylor County 4-H Foundation, Inc. (the Foundation), would like to clarify two of the line items in the 2013-2014 audit. The funds received from the Taylor County Board of County Commissioners in the amount of \$11,160 is listed under Grants in the Support and Revenue section of the Statement of Activities. The expense item listed as County Funds is comprised of expenses related to the funds given to the Foundation from the Taylor County Board of County Commissioners. Some examples of those expenses are project & club supplies, registration fees, dues, background checks and awards, such as the Tropicana Speech Awards given. County Funds expenses were exceeded by the County Funded income for the 2013-2014 audit year. These additional expenses were covered by the previous year's savings that have accumulated over time.

If you should have any further questions concerning the audit, please feel free to contact us at the number above.

*Glover & Company, Inc.*

Glover & Company, Inc.  
Certified Public Accountants

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Monday, December 8, 2014 8:42 AM  
**To:** Wiggins,Lori C; Olson,Clay B  
**Cc:** Margaret Dunn  
**Subject:** RE: Additional expenses  
**Attachments:** Taylor 4H letter.doc

Thank you! This should answer all questions.

Thanks!

## Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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

201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Wiggins,Lori C [mailto:lwiggins@ufl.edu]  
**Sent:** Thursday, December 04, 2014 2:45 PM  
**To:** Olson,Clay B; Dustin Hinkel  
**Subject:** FW: Additional expenses

Clay & Dustin,  
Attached you will find an memo from the auditors addressing the additional question posed.  
Please let me know if you have any questions.  
Thanks,  
Lori

Lori Wiggins  
Family & Consumer Sciences Extension Agent III  
UF/IFAS Taylor County Extension  
203 Forest Park Drive  
Perry, FL 32348  
Phone:850-838-3508

Fax: 850-838-3546

Email: [lwiggins@ufl.edu](mailto:lwiggins@ufl.edu)

Website: [taylor.ifas.ufl.edu](http://taylor.ifas.ufl.edu)



*The Foundation for The Gator Nation*

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**From:** Jessica Byrd-Compton [<mailto:Jessica@raglovercpa.com>]

**Sent:** Thursday, December 04, 2014 2:05 PM

**To:** Wiggins, Lori C

**Subject:** Additional expenses

Here you go. ☺

Thank you,

*Jessica Byrd-Compton, CPA*


Glover & Company, Inc.

850-422-1040

[Jessica@raglovercpa.com](mailto:Jessica@raglovercpa.com)

This notice is required by IRS Circular 230, which regulates written communications about federal tax matters between tax advisors and their clients. To the extent the preceding correspondence and or any attachment is a written tax advice communication, it is not a full "covered opinion." Accordingly, this advice is not intended and cannot be used for the purpose of avoiding penalties that may be imposed by the IRS.

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<b>TAYLOR COUNTY BOARD OF COMMISSIONERS</b>	
<b>County Commission Agenda Item</b>	
<b>SUBJECT/TITLE:</b> 	<b>THE BOARD TO REVIEW AND APPROVE THE TAYLOR COUNTY 4-H FOUNDATION AUDIT FOR THE 2013-2014 FISCAL YEAR AND REQUEST FIRST QUARTER FUNDS TO BE RELEASED TO TAYLOR COUNTY 4-H FOUNDATION</b>
<b>MEETING DATE REQUESTED:</b>	<b>NOVEMBER 17, 2014</b>

**Statement of Issue:**

**Recommended Action:** APPROVE 4-H FOUNDATION ACCOUNT AUDIT AND RELEASE FIRST QUARTER FUNDS

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** CLAY OLSON

**Contact:** 850-838-3508

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

# **Taylor County 4-H Foundation, Inc.**

Financial Statements & Supplementary Information

For the Years Ended September 30, 2014 and 2013

**GLOVER & COMPANY, INC.**  
*Certified Public Accountants*  
1809 Miccosukee Commons Drive  
Suite 108  
Tallahassee, Florida 32308

## Table of Contents

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Taylor County 4-H Foundation, Inc.  
Statements of Financial Position  
September 30, 2014 and 2013

	<b>Assets</b>	<b><u>2014</u></b>	<b><u>2013</u></b>
<b>Current Assets</b>			
Cash		\$ 24,697	\$ 14,479
Investments		<u>30,317</u>	<u>27,299</u>
<b>Other Current Assets</b>			
Prepaid Expenses		0	0
<b>Total Current Assets</b>		<u>55,014</u>	<u>41,778</u>
<b>Property and Equipment</b>			
Property and Equipment		1,904	1,904
Accumulated Depreciation		<u>(1,904)</u>	<u>(1,904)</u>
<b>Total Property and Equipment</b>		<u>0</u>	<u>0</u>
<b>Total Assets</b>		<u><u>\$ 55,014</u></u>	<u><u>\$ 41,778</u></u>
<b>Liabilities and Net Assets</b>			
<b>Current Liabilities</b>			
Accounts Payable		<u>\$ -</u>	<u>\$ -</u>
<b>Total Liabilities</b>		<u>0</u>	<u>0</u>
<b>Net Assets</b>			
Unrestricted:		<u>55,014</u>	<u>41,778</u>
<b>Total Liabilities and Net Assets</b>		<u><u>\$ 55,014</u></u>	<u><u>\$ 41,778</u></u>

Taylor County 4-H Foundation, Inc.  
 Statements of Activities  
 For the Years Ended September 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<b>Unrestricted Support and Revenue</b>		
Donations	\$ 18,764	\$ 12,422
Grants	11,160	11,160
Youth Camps	27,771	29,886
Other Program Fees and Revenue	435	416
Investment Gain	<u>4,017</u>	<u>3,814</u>
<b>Total Support and Revenue</b>	62,147	57,698
<b>Expenses</b>		
Program Services:		
County Funds	14,228	11,080
Youth Camps	22,681	29,730
Other Program Expenses	<u>12,002</u>	<u>10,321</u>
<b>Total Expenses</b>	48,911	51,131
<b>Change in Unrestricted Net Assets</b>	13,236	6,567
<b>Unrestricted Net Assets, Beginning of Year</b>	<u>41,778</u>	<u>35,211</u>
<b>Unrestricted Net Assets, End of Year</b>	<u><u>\$ 55,014</u></u>	<u><u>\$ 41,778</u></u>

Taylor County 4-H Foundation, Inc.  
 Statements of Cash Flows  
 For the Years Ended September 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<b>Cash Flows from Operating Activities</b>		
Change in Net Assets	\$ 13,236	\$ 6,567
Adjustments to reconcile change:		
(Increase) Decrease in:		
Accounts Payable and Prepaid Expenses	-	500
Unrealized Gain on Investments	<u>(3,018)</u>	<u>(3,814)</u>
Net Cash Used in Operating Activities	<u>10,218</u>	<u>3,253</u>
 Net Decrease in Cash and Cash Equivalents	 10,218	 3,253
Cash and Cash Equivalents, Beginning of Year	<u>14,479</u>	<u>11,226</u>
Cash and Cash Equivalents, End of Year	<u>\$ 24,697</u>	<u>\$ 14,479</u>

Taylor County 4-H Foundation, Inc.  
Notes to Financial Statements  
September 30, 2014

---

**Note A - Summary of Significant Accounting Policies**

***Nature of the Organization***

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through "learning by doing".

***Basis of Accounting***

The Organization's books are maintained on the accrual basis of accounting.

***Basis of Presentation***

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. There were no temporarily restricted or permanently restricted net assets as of September 30, 2014 and 2013.

***Cash Equivalents***

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

***Income Taxes***

The Organization is exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, no provision for income taxes has been recorded.

Taylor County 4-H Foundation, Inc.  
Notes to Financial Statements (Continued)  
September 30, 2014

---

*Property and Equipment*

Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that exceed a threshold of \$500 and which significantly extend the useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets.

*Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results may differ from those estimates.

*Donated Materials and Services*

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt. No amounts have been reflected in the statement for donated services, as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated significant amounts of their time in the Organization's program services.

*Investments*

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

Taylor County 4-H Foundation, Inc.  
Notes to Financial Statements (Continued)  
September 30, 2014

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**Note B - Concentrations of Credit Risk**

The Organization maintains their operating, mutual funds and money market accounts at a Florida financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. There are no uninsured cash balances as of September 30, 2014 or 2013.

**Note C - Board Designated Assets**

Board designated assets consist of funds designated by the Board for future needs of the Organization.

**Note D - Equipment**

The Organization's fixed assets at September 30, 2014 and 2013 consist of the following:

	<u>2012</u>	<u>2011</u>
Data Processing Equipment	\$1,904	\$1,904
Less: Accumulated Depreciation	<u>(1,904)</u>	<u>(1,904)</u>
Net Book Value	<u>\$ 0</u>	<u>\$ 0</u>

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## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**

Board to review and approve Grant Award Agreement and Restrictive Covenant with the Florida Department of State, Cultural Facilities Program for funding assistance in the amount of \$215,550 for the renovation of Forest Capital Hall.

**MEETING DATE REQUESTED:**

December 16, 2014

**Statement of Issue:** Board to review and approve Grant Award Agreement and Restrictive Covenant with the Cultural Facilities Program in the amount of \$215,550 to be used for the renovation of Forest Capital Hall.

**Recommended Action:** Approve Grant Award Agreement and Restrictive Covenant.

**Fiscal Impact:** The grant award is for \$215,550 and the County approved a match in the amount of \$215,550 using "Bed Tax funds" on June 4, 2013. The funds have been appropriated in the FY 2014-2015 budget.

**Budgeted Expense:** Y/N Yes, the match has been budgeted.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County approved the grant application June 4, 2013 after holding two public hearings April 1 and April 16, 2013. The grant award will provide funding for: connection to the City of Perry municipal sewer system, installation of multi-use tear resistant flooring in the auditorium, rehabilitation of restroom facilities, installation of sprinkler system, rehabilitation of stage area including electrical and audio improvements, and installation of lift at stage offering handicap accessibility.

**Attachments:** Grant Award Agreement and Restrictive Covenant.



## 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

DUSTIN HINKEL, 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

### **RESTRICTIVE COVENANT**

(Grantee owns land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this 16<sup>th</sup> day of December, 20 14, by **Taylor County Board of Commissioners**, hereinafter referred to as "the Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Grantee is the fee simple title holder of the land and the building(s) to be used as a cultural facility located at **203 Forest Park Drive, Perry, Florida**. A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **\$ 215,550**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility, as required by Section 265.701(1), Florida Statutes. "Facility" is used herein to refer to the building(s) and associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require that this restrictive covenant be recorded to ensure that the facility will be used as "cultural facility," as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties agree to the following:

1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee and its successors in interest for (10) ten years following execution of the grant award agreement.

2.) The grant award shall only be expended for

**Project Title: Forest Capital Hall Renovations (15.9.200.586)**

- 3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements made to the facility and the associated land, funded in whole or in part by grant funds.
- 4.) The Division has the right to inspect the facility at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.
- 5.) The Grantee shall maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
- 6.) This restrictive covenant will be violated if the Grantee or its successors in interest do not use the facility as a cultural facility, as defined above, within ten (10) years following execution of the grant award agreement. If the Grantee violates this covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:
- a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;
  - b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;
  - c. If the violation occurs more than six (6) but less than seven (7) years following the execution of the grant award agreement, 65% of the grant amount;
  - d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;
  - e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount;
  - and
  - f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.
- 7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties
- 8.) If the entire amount due under the provisions of paragraph six (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the land and cultural facility are located. The Parties further

agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a judgment, when recorded, shall be considered a valid lien upon Grantee's interest in the facility and the associated land, including all improvements funded in whole or part by grant funds.

9.) As a condition to receipt of grant funds, the Grantee shall:

a. Record this covenant in the public records with the Clerk of the Circuit Court of **Taylor** County, Florida;

b. Pay fees associated with its recording; and

c. Provide a certified copy of the recorded covenant to the Division.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee hereby affirms that he/she has read this restrictive covenant, understands and agrees to its terms, and hereby affixes his/her signature accordingly.

**PARTIES and WITNESSES:**

_____	Patricia Patterson
GRANTEE/CHAIRMAN SIGNATURE	GRANTEE/CHAIRMAN NAME

_____	Annie Mae Murphy
Clerk of Courts Signature(First Witness)	Clerk of Courts Name(First Witness)

_____	Melody Cox
Second Witness Signature	Second Witness Name (print)

201 E Green Street  
\_\_\_\_\_  
GRANTEE ADDRESS

Perry	Florida	32347
City	State	Zip

The State of Florida  
County of Taylor

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

Patricia Patterson personally  
(Name)

appeared as Chairman for Taylor County Board of Commissioners  
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced \_\_\_\_\_

**Executed and sealed by me at \_\_\_\_\_, Florida on \_\_\_\_\_**

Notary Public in and for

The State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

For the Division of Cultural Affairs:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

R.A. Gray Building  
500 S. Bronough St.  
Tallahassee, Florida 32303

\_\_\_\_\_  
First Witness Signature

\_\_\_\_\_  
First Witness Name (print)

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Second Witness Name (print)

The State of Florida

County of \_\_\_\_\_

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

\_\_\_\_\_ personally  
(Name)

appeared as \_\_\_\_\_ for the Florida Department of State,  
(Position)

Division of Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced \_\_\_\_\_

**Executed and sealed by me at \_\_\_\_\_, Florida on \_\_\_\_\_**

Notary Public in and for

The State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

**AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
TAYLOR COUNTY BOARD OF COMMISSIONERS**

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and the Taylor County Board of Commissioners hereinafter referred to as the "Grantee."

The Grantee has been awarded a Cultural Facilities Grant (CSFA 45.014) by the Division, grant number 15.9.200.586 for the project "Forest Capital Hall Renovations," in the amount of \$215,550. Funds for this grant have been appropriated in the FY 2014-2015 General Appropriations Act on line 3146A. The Division has the authority to administer this grant in accordance with Section 265.701, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "Forest Capital Hall Renovations," project, the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

The project includes renovation of the first floor of the Forest Capital Hall Museum by connecting to the city sewer, constructing and installing of the onsite sanitary sewer lift station. The renovation will include the installation of a sprinkler system for fire protection, installation of new flooring in the auditorium, expansion of the stage and installation of a vertical lift for handicap accessibility and complete rehabilitation of the restrooms.

All tasks associated with the renovation, as outlined in the Project Description (See Attachment A), will be performed by June 1, 2016. All project work will be completed under the supervision of a licensed architect or licensed contractor.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/ Task 1:

- Payment 1 will be cost reimbursement. The Grantee will have completed at least 30 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1), showing at least 30 percent of the project completed.

Payment 2, Deliverable/ Task 2:

- Payment 2 will be cost reimbursement. The Grantee will have completed at least 60 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1), showing at least 60 percent of the project completed.

Payment 3, Deliverable/ Task 3:

- Payment 3 will be cost reimbursement. The Grantee will have completed 100 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (See Appendix 1), showing 100 percent of the project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will be submission and acceptance of a Final Cultural Facilities Report form (See Section 11) that certifies that all project funds have been expended and the project has been closed out.
- c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment C). All expenditures for this agreement shall be in accordance with this budget (Attachment C).
- d) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on **July 1, 2014**, and shall end **June 1, 2016**, unless terminated in accordance with the provisions of Section 36 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Cultural Affairs:**

Elsie Rogers, Grant Manager  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6483  
Facsimile: 850.245.6454  
Email: [Elsie.rogers@dos.myflorida.com](mailto:Elsie.rogers@dos.myflorida.com)

**For the Grantee:**

Melody Cox, Grant Director  
Taylor County Board of Commissioners

203 Forest Park Drive  
Perry, Florida 32347  
Phone: 850.838.3553  
Email: [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)

- 4. Required Information Needed with Return of Signed Agreement.** Prior to the disbursement of funds, the Grantee must provide the following with the return of the signed Agreement.
- a) Signed Grant Award Agreement which details the Scope of Work and Deliverables.
  - b) Legal Description of the Property. The Grantee has provided and attached the legal description of the property on which the cultural facility is or will be located, (which is incorporated as part of this Agreement and entitled Attachment B).
  - c) Choose to Record a Restrictive Covenant or Purchase a Surety Bond. The Grantee has provided documentation that the Restrictive Covenant has been recorded with the Clerk of the Circuit Court of the county where the property is located, or provided a Surety Bond. (See Section 20 and 21)
  - d) Corporate Nonprofit Status. The Grantee must provide a copy of the corporations' not-for-profit status and continue to maintain its not-for-profit eligibility, as a public entity or a tax-exempt Florida corporation, for the duration of the Restrictive Covenant or Surety Bond.
  - e) Historic Preservation Review. The Grantee must submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. Applies if structures are 50 years or older. (See Section 22)
  - f) Submit a copy of the Grantee's Florida Substitute Form W-9. (See Section 7)
- 5. Grant Payments.** All grant payments are requested by submitting Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1). The total grant award shall not exceed \$215,550 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
- a) The first payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 1.
  - b) The second payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 2.
  - c) The third payment will be cost reimbursement. Payment will be made in accordance with the completion of the Deliverable 3.

- 6. Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.
- 7. Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**
- 8. Amendment to Contract.** Either party may request modification of the provisions of this Agreement by submitting a Cultural Facilities Grant Amendment Request form to the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Cultural Facilities Grant Amendment Request form is available on the Division's online grant system.
- 9. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a) First payment will be withheld if Deliverables are not satisfactorily completed.
  - b) Second payment will be withheld if Deliverables are not satisfactorily completed.
  - c) Third payment will be withheld if Deliverables are not satisfactorily completed.
- 10. Encumbrance of Funds.** Encumbrance Period is between July 1, 2014 and June 30, 2015, during which state dollars must be obligated to pay for project expenses. To encumber means to have a signed contract with an architect or contractor for the expenditure of all grant and matching funds. All grant funds must be encumbered under the terms of a binding contractual agreement by **June 30, 2015**, except as allowed below.
- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the

Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.

**11. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division, using the Cultural Facilities Progress Report form. The Cultural Facilities Progress Report form is available on the Division's website at

<http://dos.myflorida.com/media/31252/culturalfacilitiesreportform.pdf>

- a) **First Project Progress Report** is due by January 31, 2015, for the period ending December 31, 2014.
- b) **Second Project Progress Report** is due by July 31, 2015, for the period ending June 30, 2015.
- c) **Third Project Progress Report** is due by January 31, 2016, for the period ending December 31, 2015.
- d) **Final Report.** The Grantee must submit a Final Report to the Division by July 15, 2016.

**12. Matching Funds.** Matching funds must meet the following requirements:

- a) Be directly related to the specific construction or renovation work described in the Project Description and detailed in the Estimated Project Budget.
- b) May not consist of general operating expenses as described in Section 10 of this agreement.
- c) Be clearly accounted for by documentation maintained at the Grantee's office.
- d) May not consist of state dollars from any source.
- e) May not consist of matching funds claimed for any other state grant.
- f) May have been expended prior to July 1, 2014, as long as the expenditures are clearly a part of this grant project, as described in the Project Description and detailed in the Estimated Project Budget.
- g) If the Grantee's total support and revenue for the last completed fiscal year is \$1,000,001 or more, the Grantee must provide not less than \$2.00 in matching funds for every \$1.00 of state funds received under this Agreement.
- h) If the Grantee's total support and revenue for the last completed fiscal year is less than \$1,000,001, the Grantee must provide not less than \$1.00 in matching funds for every \$1.00 of state funds received under this Agreement.
- i) Documentation of in-kind contributions must substantiate fair market value.
- j) The matching requirement for grants for Rural Economic Development Initiative (REDI) counties or communities designated in accordance with Section 288.0656, *Florida Statutes*, and approved for reduction in accordance with Section 288.06561, *Florida Statutes*, by the application deadline is \$1.00 in matching funds for every \$1.00 of state funds received under this Agreement.

**13. Grant Completion Deadline.** The grant completion deadline is **June 1, 2016**. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion

Deadline, the extension may not exceed 120 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 14 of this Agreement.

**14. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

**15. Credit Line(s) to Acknowledge Grant Funding.** All construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

- a) "This project is sponsored in part by the Department of State, Division of Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida" (Section 286.25, Florida Statutes).
- b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

**16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). In addition, the following are not allowed as grant or matching expenditures:

- a) General operating expenses (including but not limited to salaries, travel, personnel, office supplies, mortgage, rent, operating overhead, indirect costs, etc.).
- b) Costs incurred in writing or submitting this grant application.
- c) Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency.
- d) Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
- e) Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.
- f) Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.
- g) Projects which are restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.
- h) Re-granting, contributions, and donations.

- i) Costs that are paid prior to the execution of the Grant Award Agreement and for which reimbursement is requested, or after June 1, 2016.

**17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

**18. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Elsie Rogers, Division of Cultural Affairs, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

**19. Unrestricted Use and Access.** The Grantee must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award (Grant Award means the date on which the Grant Award Agreement is fully executed).

a) **Lease of Land and Buildings.** If the land and buildings are leased, the Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease (or in the case of an owner, documentation of ownership is required). Failure to provide such certification will constitute a default hereunder, which will give the Division the right to terminate this Agreement and demand the return of all or a part of any funds already delivered, and/or to withhold funds from subsequent grants.

b) **Retaining Ownership of Land and Buildings.** The owner of land and building(s) must retain ownership of the land and buildings, along with improvements made to the land and building(s), for at least 10 years following the Grant Award. Exception: Land and buildings owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.

**20. Restrictive Covenant.** If the Grantee chooses to record a Restrictive Covenant and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Restrictive Covenant Amortization Schedule (incorporated into this Agreement and attached as Attachment D).

**21. Surety Bond instead of a Restrictive Covenant.** If a Surety Bond is selected by the Grantee and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award,

the grant funds must be repaid to the Division according to the Surety Bond Amortization Schedule (incorporated into this Agreement and attached as Attachment E).

- 22. Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Section 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation ("Bureau"), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 5 of this Agreement.
- 23. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment F for additional information regarding this requirement.
- 24. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 25. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 26. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 27. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP) Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
- 28. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

**29. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**30. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**31. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

**32. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**33. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

**34. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

**35. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

**36. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work

completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- 37. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 38. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 39. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 40. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 41. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs.
- 42. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 43. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**44. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

**45. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**46. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Project Description (Attachment A)
- c) Legal Description of the Property (Attachment B)
- d) Estimated Project Budget (Attachment C)
- e) Recorded Restrictive Covenant and Amortization Schedule (Attachment D) or Issued Surety Bond and Amortization Schedule (Attachment E)
- f) Single Audit Act Requirements and Exhibit I (Attachment F)
- g) Schedule of Contract Values form (Appendix 1)

**In acknowledgment of Grant Number 15.9.200.586 provided for from funds appropriated in the FY 2014-2015 General Appropriation Act in the amount of \$215,550, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:  
By: \_\_\_\_\_  
Sandy Shaughnessy, Division Director

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Grantee:  
By: \_\_\_\_\_  
Authorizing Official for the Grantee\*

\_\_\_\_\_  
Patricia Patterson, Chairman  
Printed name and title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**\*If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer, then another authorized official must sign below.**

On behalf of the governing body of the Grantee organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.

---

Signature

---

Printed name and title

---

Witness

---

Date

## **ATTACHMENT A**

### **Project Description**

(The project description below was extracted from the original application submitted in June 2013.)

The proposed Scope of Work for the renovation of Forest Capital Hall (FCH), in which the grant and match funds will be spent include:

- Installation of a sprinkler system
- Installation of floor coverings which will accommodate multi-discipline events. The flooring will be low maintenance, tear resistant, and absorb shock and sound.
- Expansion and rehabilitation of the stage area which will include LED rated electrical upgrades and the installation of a vertical lift which will provide for handicap accessibility to the stage
- Complete renovation of the restroom facilities to provide for handicap accessibility and installation of energy and water efficient fixtures
- Connection to the City of Perry water and sewer system and construction/installation of the on-site sanitary sewer lift station
- General costs associated with the project such as architectural, design, permitting, survey's required for the water and sewer connection, and inspection services.

The County has not applied for any other grants for this project. The County has set aside a cash match which will be readily available upon execution of a grant contract. This will ensure the project will be able to move forward immediately. Preliminary architectural and engineering work is complete and estimates have been obtained for all aspects of the renovation. The stage improvements and the installation of the auditorium flooring do not require any type of permitting and those improvements will be underway immediately. The final construction plans, permitting, bidding, and selection of the general contractor will be completed within 90 days of a grant contract execution. It is anticipated the renovation including, the final inspection will be complete within 270 days of grant contract execution.

**ATTACHMENT B**  
**ATTACH LEGAL DESCRIPTION OF PROPERTY**

## ATTACHMENT C

### Estimated Project Budget

	Budget Category	Match	State	Total
1	<b>Land Acquisition</b>			
2	<b>Building Acquisition</b>			
3	<b>Architectural Services</b>	\$ 15,000	\$ -	\$ 15,000
4	<b>General Requirements</b>	\$ 1,575	\$ 2,100	\$ 3,675
	Labor, Construction Management & General Conditions	\$ 13,000		\$ 13,000
5	<b>Site Construction</b>	\$ -	\$ 81,000	\$ 81,000
	Demolition/Cutting	\$ 54,325	\$ -	\$ 54,325
6	<b>Concrete</b>	\$ 2,000	\$ -	\$ 2,000
7	<b>Masonry</b>			
8	<b>Metals</b>	\$ 1,000	\$ -	\$ 1,000
	Steel/Decking	\$ 4,000	\$ -	\$ 4,000
9	<b>Wood and Plastic</b>	\$ 18,500	\$ -	\$ 18,500
10	<b>Thermal and Moisture Protection</b>			
11	<b>Doors and Windows</b>	\$ 6,000	\$ -	\$ 6,000
12	<b>Finishes</b>	\$ 17,000	\$ 65,000	\$84,000
	Paint	\$ 2,000	\$ -	
13	<b>Specialties</b>	\$ 6,500	\$ -	\$ 6,500
14	<b>Equipment</b>			
15	<b>Furnishings</b>			
16	<b>Special Construction</b>			
17	<b>Conveying Systems (Elevator)</b>	\$ 19,550	\$ 2,450	\$ 22,000
	Elevator Restoration			
	Extension of Back Staircase to Rooftop for additional Egress			
	Required Exterior Egress Stair for Life-Safety			
18	<b>Mechanical</b>			
	Fire Suppression	\$ -	\$ 65,000	\$ 65,000
	Plumbing	\$ 35,000		\$ 35,000
19	<b>Electrical</b>	\$ 15,000	\$ -	\$ 15,000
	Light Fixtures	\$ 5,100	\$ -	\$ 5,100
A.	<b>TOTAL EXPENSES</b>			
B.	<b>CONTINGENCY</b>			
C.	<b>TOTAL PROJECT EXPENDITURES</b>	\$ 215,550	\$ 215,550	\$431,100

## ATTACHMENT D

### Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the date that the agreement is executed.
2. The Restrictive Covenant shall include the following provisions:
  - a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.
  - b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant. Exception: Land or buildings or both owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.
  - c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.
  - d) The Grantee must maintain the building(s) as a "Cultural Facility." For the purposes of this program, a "Cultural Facility" is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
  - e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
    - a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;

- b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;
- c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
- d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
- e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
- f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.
- g. Other provisions as agreed upon by the Division and the Grantee.

## ATTACHMENT E

### **Surety Bond and Amortization Schedule**

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.
2. A certified copy of the Bond Agreement must be provided to the Division prior to the execution of the Grant Award Agreement.
3. The Bond Agreement must:
  - a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a "Cultural Facility" for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
  - b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;
  - c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a "Cultural Facility" as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
    1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
    2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
    3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
    4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
    5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;

6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

## **ATTACHMENT F**

### **FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

#### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 2 Subpart F -- Audit Requirements, and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.328, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. EXHIBIT 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

##### **2 CFR 2 §200.501 Audit Requirements**

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have

a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (1), *Florida Statutes* and had received state funds awarded by the Department of State. EXHIBIT 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

### **Section 215.97 *Florida Statutes* Single Audit Requirements**

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

### PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 2 §200.512 , and required by PART I of this attachment shall be submitted, when required by 2 CFR 2 §200.512, by or on behalf of the recipient directly to each of the following:

A. The Department of State at the following address:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse electronically at *harvester.census.gov/sac/* as designated in 2 CFR 2 §200.512.

C. Other Federal agencies and pass-through entities in accordance with 2 CFR 2 §200.513.

2. In the event that a copy of the reporting package for an audit required by PART I of this attachment and conducted in accordance with 2 CFR 2 §200.501 Audit Requirements, is not required to be submitted to the Department of State for the reasons pursuant to 2 CFR 2 §200.501, the recipient shall submit the required written notification pursuant to 2 CFR 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

3. Copies of financial reporting packages required by PART II of this attachment ~~agreement~~ shall be submitted by or on behalf of the recipient directly to the following:

A. The Department of State at the following address:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.

Tallahassee, FL 32399-0250

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

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

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 2 Subpart F—Audit Requirements, Section 215.97, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 2 Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

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

## **EXHIBIT 1**

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

Not Applicable.

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

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING: General Revenue Funds in the amount of \$215,500

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Cultural Facilities Grants, CSFA Number 45.014

Award Amount: \$215,550

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

As contained in the Compliance Supplement to CSFA Number 45.014.

## APPENDIX 1

## Schedule of Contract Values


(This form must be completed by the Contractor for the Project.)

PROJECT NAME:
PROJECT #:
CONTRACTOR:

APPLICATION NO:  
APPLICATION DATE:  
PERIOD TO:  
PERCENT COMPLETE  
TO DATE:

[illegible]



<b>TAYLOR COUNTY BOARD OF COMMISSIONERS</b>	
<b><i>County Commission Agenda Item</i></b>	
<b>SUBJECT/TITLE:</b> 	Board to approve Florida Department of Economic Development Small Cities Community Development Block Grant (CDBG) Program FFY 2013 Federally –Funded Subgrant Agreement and associated documents.
<b>MEETING DATE REQUESTED:</b>	December 16, 2014

**Statement of Issue:** Board to review and approve CDBG Grant Agreement in the amount of \$750,000 to be used for housing rehabilitation for very low, and low income qualified recipients.

**Recommended Action:** Approval of FFY 2013 Federally-Funded Subgrant Agreement and associated documents.

**Fiscal Impact:** The County has been awarded 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 had submitted grant application in March 2014 requesting funding in the amount of \$750,000 to be used to provide housing rehabilitation assistance for very low, and low income homeowners. The County Administrator, Grants staff, and Jordan & Associates met with DEO on November 6, 2014 for a site visit in reference to the grant submission. The Subgrant Agreement does require the County to update the County’s Housing Element Goal III, Objective III.1 in the Comprehensive Plan, the Section 504/ADA Transition Manual, the Fair Housing Ordinance, and the Housing Assistance Plan within 180 days of contract execution. Program recipients must live outside the Perry city limits. This program does allow for mobile

**homes to be demolished and a single family home  
reconstructed on site.**

**Attachments: DEO Federally-Funded Subgrant Agreement for CDBG Housing  
Rehabilitation and associated documents**

**Rick Scott**  
GOVERNOR



**Jesse Panuccio**  
EXECUTIVE DIRECTOR

November 25, 2014

The Honorable Malcolm Page  
Chairman, Taylor County Board  
of County Commissioners  
201 East Green Street  
Perry, Florida 32347

RE: Small Cities Community Development Block Grant (CDBG) Program  
Federal Fiscal Year (FFY) 2013 Funding

Dear Commissioner Page:

The Florida Department of Economic Opportunity has identified additional funds that can be awarded for the FFY 2013 Application Cycle in the Housing Rehabilitation category. The County's application fell within the expanded fundable range, so the Department is now able to fund the project. Copies of the Small Cities CDBG contract and attachments are being e-mailed to the project contact person identified in your application. Please return two copies of the contract, each with original signatures, as soon as possible.

The signed copies of the contract should be sent to Patrick Howard, Government Operations Consultant II, at the mailing address below. If you have any questions, please contact Mr. Howard at (850) 717-8418 or at [Patrick.Howard@deo.myflorida.com](mailto:Patrick.Howard@deo.myflorida.com).

Department of Economic Opportunity  
Small Cities CDBG Program  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

The State Clearinghouse does not have to review Housing Rehabilitation subgrants, but the State Historic Preservation Office will review the information after the County has selected the homes that will be rehabilitated. One copy of the following application sections must be sent along with a list of the properties that will be rehabilitated:

- Part II: Application Profile and General Scoring Criteria;
- Part III: Sources and Uses of Non-CDBG Funds (Leverage), if applicable;
- Form H-1 from Part VI (Housing);
- Part IX: Appendix A: Maps; and
- Part IX: Appendix D: Historic Preservation Documents, if applicable.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax  
[www.floridalabs.org](http://www.floridalabs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

The documents should be mailed to the following address:

State Historic Preservation Officer  
Attn: Compliance Review  
500 South Bronough Street  
Tallahassee, Florida 32399-0250

There have been a number of changes made to the Small Cities CDBG contract since the County's last subgrant was awarded. As the subgrant recipient, the County is responsible for ensuring compliance with all state and federal regulations, submitting reports on time, and completing project activities in accordance with Attachment E of the agreement – the **Activity Work Plan**. Please have the appropriate staff become familiar with the new contract requirements. If you have any questions, please contact Mr. Howard at (850) 717-8418 or at [Patrick.Howard@deo.myflorida.com](mailto:Patrick.Howard@deo.myflorida.com).

Sincerely,



Roger J. Doherty, CLEP  
Planning Manager, Small Cities CDBG Program

RJD/ph

cc: Ms. Melody Cox, Director of Grants and Social Services, Taylor County  
Mr. Ronald Vanzant, President, Jordan and Associates, Inc.

**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

Contract Number: 15DB-OJ-03-72-01-H 18

CFDA Number: 14.228

Rule Chapter: 73C-23, Florida Administrative Code

Effective: June 6, 2010

**FFY 2013 FEDERALLY-FUNDED SUBGRANT AGREEMENT**

**Housing Rehabilitation**

THIS AGREEMENT is entered into by the **State of Florida, Department of Economic Opportunity**, with headquarters in Tallahassee, Florida (hereinafter referred to as "DEO" or the "Department"), and **Taylor County** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

**(1) Scope of Work**

The Recipient shall perform the work in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment E of this Agreement; and the Florida Small Cities Community Development Block Grant (CDBG) **FFY 2013 Application for Funding** submitted by the Recipient on **March 12, 2014**, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

**(2) Incorporation of Laws, Rules, Regulations and Policies**

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

**(3) Period of Agreement**

This Agreement shall begin upon execution by both parties, and shall end 24 months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

**(4) Modification of Contract**

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

**(5) Records**

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, *Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (53 Federal Register 8034) or 2 CFR 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, and either 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*, 2 CFR 220, *Cost Principles for Educational Institutions*, or 2 CFR 230, *Cost Principles for Non-Profit Organizations*.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all contractors and consultants paid from funds under this Agreement, for a period of six years from the date this Agreement is final closed. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by the Department. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

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

(g) The Recipient, its employees or agents, including all contractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) To the extent that it does not conflict with federal regulations, the Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved contracts and assignments.

## **(6) Audit Requirements**

(a) Review the Audit Requirements listed in Attachment H of this contract. For local government fiscal years beginning after December 26, 2014, a recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, unless it expends \$750,000 or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment H, Part II: State Funded, are not applicable to this subgrant agreement which is a Federal pass-through award.

(c) Within sixty (60) days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment I) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the audit certification memo that must be sent to the Department if an audit is not required because the local government spent less than \$500,000 (\$750,000 for fiscal years starting after December 26, 2014) in Federal funds during a fiscal year.

(d) In addition to the submission requirements listed in Attachment H, each recipient should send an electronic copy of its audit report or certification memo (available on the CDBG website) by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager at the following address to ensure that it does not incur audit penalty points:

Email: Patrick.Howard@deo.myflorida.com

## **(7) Reports**

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

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) **Remedies**. "Acceptable to the Department" means that the work product was completed in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment E of this Agreement; and the **Application for Funding** submitted by the Recipient.

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

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

## **(8) Monitoring**

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

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

#### **(9) Liability**

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

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

#### **(10) Default**

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

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

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

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

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

#### **(11) Remedies**

If an Event of Default occurs, then the Department shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least 30 days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

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

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

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

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

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

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

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

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

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

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

**(12) Termination**

(a) The Department may terminate this Agreement for cause with 30 days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, FS, as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with 30 calendar days prior written notice.

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

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

**(13) Notice and Contact**

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

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

Patrick Howard, Government Operations Consultant II  
Florida Small Cities CDBG Program  
Department of Economic Opportunity  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508  
Telephone: (850) 717-8418 – Fax: (850) 922-5609  
Email: Patrick.Howard@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Ms. Melody Cox, Director  
Taylor County Grants and Social Services  
401 Industrial Drive  
Perry, Florida, 32347  
Telephone: (850) 838-3553 - Fax: (850) 838-3501  
Email: melody.cox@TaylorCountyGov.com

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

**(14) Contracts**

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to the Department for approval. The Recipient agrees to include in the contract (i) that the contractor is bound by the terms of this Agreement, (ii) that the contractor is bound by all applicable state and federal laws and regulations, (iii) that the contractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and (iv) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

For each contract, the Recipient shall report to the Department as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, FS.

**(15) Terms and Conditions**

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

**(16) Attachments**

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

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

(c) This Agreement has the following attachments (check all that are applicable):

- ☒ Exhibit 1 – Funding Sources
- ☒ Attachment A – Program Budget
- ☒ Attachment B – Program Statutes and Regulations
- ☒ Attachment C – Reports
- ☒ Attachment D – Warranties and Representations
- ☒ Attachment E – Activity Work Plan
- ☒ Attachment F – Program, Category Specific, and Special Conditions
- ☒ Attachment G – Civil Rights Compliance Assurance
- ☒ Attachment H – Audit Requirements
- ☒ Attachment I – Audit Compliance Certification
- ☒ Attachment J – eCDBG Access Authorization Form

**(17) Funding/Consideration**

(a) The funding for this Agreement shall not exceed **\$750,000.00**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the **Program Budget**, Attachment A, of this Agreement, and the ***Application for Funding***.

(c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipient set forth on the **eCDBG Access Authorization Form**, Attachment J, to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 CFR 570.489(b), pre-agreement costs reflected in the Recipient's ***Application for Funding*** as originally submitted that relate to preparation of the ***Application for Funding*** are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

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

**(18) Repayments**

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 CFR 570.489(b) reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's ***Application for Funding***.

(b) In accordance with Section 215.971, FS, the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its contractors are entitled under the terms and conditions of this Agreement.

(d) All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of Economic Opportunity" and mailed directly to the Department at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs  
Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

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

**(19) Mandated Conditions**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with 30 days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

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

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

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 USC Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, FS), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. Have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

In addition, the Recipient shall send a completed Form SC-37, ***Certification Regarding Debarment, Suspension, And Other Responsibility Matters – Primary Covered Transactions***, to the Department for each prime contractor that the Recipient plans to hire under this Agreement. The form must be received by the Department before the Recipient enters into a contract with the respective prime contractor.

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, FS.

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

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

## **(20) Lobbying Prohibition**

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

#### **(21) Copyright, Patent and Trademark**

**Any and all Patent Rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all Copyrights accruing under or in connection with the performance of this agreement are hereby transferred by the Recipient to the State of Florida.**

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

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

(c) Within 30 days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

**(22) Legal Authorization.**

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

**(23) Public Record Responsibilities**

(a) Recipient must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in Section 119.011, Florida Statutes. In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of public records requests received by the Recipient shall be e-mailed to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) and mailed to:

Public Records Coordinator  
Department of Economic Opportunity  
107 East Madison Street  
Tallahassee, Florida 32399  
Office: (850) 245-7140

(b) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

**(24) Employment Eligibility Verification**

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,

2. Include in all prime contracts under this Agreement, the requirement that contractors and subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractors and subcontractors during the term of the contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

(c) If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded Subgrant Agreement**  
**Signature Page**

Contract Number: 15DB-OJ-03-72-01-H 18

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

**Taylor County**

**Department of Economic Opportunity**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Name: Patricia Patterson

Name: William B. Killingsworth

Title: Chairman

Title: Director, Division of Community Development

Federal Tax ID#: 596000879

DUNS#: 958215725

Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the parties  
Office of the General Counsel  
Department of Economic Opportunity

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

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

## **Attachment A**

# **Program Budget**

# Attachment A – Program Budget

5/1/2014

Recipient: Taylor County

Modification Number: na

Contract Number: 15DB-OJ-03-72-01-H 18

Activity		Accomplishments		Beneficiaries			Budget				
Activity Number	Description	Unit	Number	LMI	VLI	Total	CDBG Amount	Subtotal of Activity <sup>1</sup>	Other Funds <sup>2</sup>	Source # <sup>2</sup>	Program Income
21A	Administration						\$112,500.00	\$112,500.00			
14A	Housing Rehab/Demolition/Replacement	H.U.	10	10	2	10	\$634,500.00	\$634,500.00	\$125,000.00	1	
08	Temporary Relocation		1	1		1	\$3,000.00	\$3,000.00			
<b>Totals</b>							\$750,000.00				

<sup>1</sup> For an activity number that has multiple functions (for example, 03J-Sewer Lines, 03J-Hookups and 03J-Water Lines, add a line 03J-Subtotal and then add up the amounts and show it in the subtotal column).

<sup>2</sup> Show the sources and amounts of "Other Funds" below.

1. County's SHIP Funds

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

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

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

3. \_\_\_\_\_

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

4. \_\_\_\_\_

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

5. \_\_\_\_\_

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

6. \_\_\_\_\_

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

## Attachment B

# State and Federal Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

### State and Federal Statutes and Regulations

1. Community Development Block Grant, 24 CFR Part 570, Subpart I;
2. Florida Small and Minority Business Act, §288.702-288.714, Florida Statutes;
3. Administrative Requirements for Grants, 24 CFR Part 85;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.048, Florida Statutes;
8. Chapter 73C-23, Florida Administrative Code;
9. CDBG Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. Environmental Review Procedures 24 CFR Part 58;
13. Environmental Criteria and Standards 24 CFR Part 51;
14. Floodplain/Wetland Management 24 CFR Part 55 and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
15. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this act;
16. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800) and other provisions of law which further the purpose of this act;
17. Preservation of Archaeological and Historical Data Act of 1966;
18. Florida Coastal Zone Protection Act, §161.52-161.58, F.S.;
19. Reservoir Salvage Act;
20. Safe Drinking Water Act of 1974, as amended;
21. The Federal Water Pollution Control Act of 1972, as amended (33 USC, §1251 et. seq.);
22. Clean Water Act of 1977;
23. Davis – Bacon Act – sets requirement for paying prevailing wages on federally funded projects;
24. Contract Work Hours and Safety Standards Act of 1962, 40 USC §327 et. seq.;
25. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 USC, §6901 et. seq.);
26. Architectural Barriers Act of 1968, 42 USC 4151;
27. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
28. Federal Fair Labor Standards Act, 29 USC, §201 et. seq.;
29. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
30. Copeland Anti-Kickback Act of 1934;
31. Hatch Act of 1939, as amended;
32. Title IV Lead-Based Paint Poisoning Prevention Act (42 USC, §1251 et. seq.);
33. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
34. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.

## Attachment C

# Reports

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. A Quarterly Progress Report must be submitted to the Department 15 days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
3. The Administrative Closeout Package must be submitted to the Department 45 days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine months from the end of the Recipient's fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
6. Request for Funds must be submitted as required by the Department of Economic Opportunity and as scheduled on Attachment E – **Activity Work Plan**.

## **Attachment D**

# **Warranties and Representations**

### **Financial Management**

Recipient's financial management system must include the following:

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

### **Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason [See 24 CFR §85.36(d)(2)(ii)E].

### **Codes of Conduct**

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

**Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**Licensing and Permitting**

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

## **Attachment E**

# **Activity Work Plan**

**ATTACHMENT E – Activity Work Plan**

6/20/2014

**Recipient:** Taylor County**Activity:** 21A, 14A & 08**Project Budget:** \$ 750,000.00**Contract Number:** 15DB-OJ-03-72-01-H 18**Date Prepared:** December 1, 2014**Modification Number:** N/A

<b>Start Date</b> (month/year)	<b>End Date</b> (month/year)	<b>Describe Proposed Action to be Completed by the "End Date."</b> <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	<b># Units to be completed by "End Date"</b>	<b>Proposed \$\$ to be Requested by "End Date"</b>	<b>Proposed Administration \$\$ to be Requested by "End Date"</b>
12/2014	02/2015	Complete 90-Day Program & Special Conditions, including but not limited to: Request Approval of Professional Services Procurement; Complete Environmental Review; Request the Release of Funds; and Develop/Adopt CDBG Plans, Policies, Ordinances and/or Resolutions.	-	<u>\$0.00</u> \$12,500.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$12,500.00 Total(21.A)
03/2015	05/2015	Complete 180-Day Program Conditions, including but not limited to: Submit Initial Request for Funds (RFF).	-	<u>\$0.00</u> \$25,000.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$25,000.00 Total(21.A)
03/2015	06/2015	Advertise for Applications, Complete Reviews, and Approve Prioritized Applicant List.	-	<u>\$10,000.00</u> (14.A) \$10,000.00 Total(14.A) \$47,500.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$37,500.00 Total(21.A)
07/2015	09/2015	Advertise for Bids; Complete Construction Procurement Process; and Issue Notice to Proceed.	-	<u>\$10,000.00</u> (14.A) \$20,000.00 Total(14.A) \$70,000.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$50,000.00 Total(21.A)
10/2015	12/2015	25% Construction Completion - Rehabilitation/Demolition/Replacement of Three (3) Housing Units (HU)	3 of 10 HU	<u>\$150,000.00</u> (14.A) \$170,000.00 Total(14.A) \$232,500.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$62,500.00 Total(21.A)
01/2016	03/2016	50% Construction Completion - Rehabilitation/Demolition/Replacement of Two (2) Housing Units (HU)	5 of 10 HU	<u>\$150,000.00</u> (14.A) \$320,000.00 Total(14.A) \$395,000.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$75,000.00 Total(21.A)
04/2016	07/2016	75% Construction Completion - Rehabilitation/Demolition/Replacement of (3) Housing Units (HU)	8 of 10 HU	<u>\$150,000.00</u> (14.A) \$470,000.00 Total(14.A) \$557,500.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$87,500.00 Total(21.A)
08/2016	10/2016	100% Construction Completion - Rehabilitation/Demolition/Replacement of Two (2) Housing Units (HU) & Provision of Temporary Relocation Assistance for One (1) Housing Unit (HU)	10 of 10 HU & 1 of 1 HU	<u>\$154,500.00</u> (14.A) <u>\$3,000.00</u> (08) \$624,500.00 Total(14.A) \$3,000.00 Total(08) \$727,500.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$100,000.00 Total(21.A)
11/2016	12/2016	Prepare and Submit the Administrative Closeout Package	-	<u>\$10,000.00</u> (14.A) \$634,500.00 Total(14.A) \$3,000.00 Total(08) \$750,000.00 Total(ALL)	<u>\$12,500.00</u> (21.A) \$112,500.00 Total(21.A)

Note: More than one activity may be included per form.

## Attachment F

# Program, Category Specific, and Special Conditions

### Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within 180 days of the subgrant award, the Recipient shall complete the following activities:
  - a. Submit the environmental assessment to the Department for review;
  - b. Request approval for all professional service contracts;
  - c. Submit an initial Request for Funds (RFF) for administrative services, if applicable;
  - d. Request a wage decision(s) for applicable construction activities if points were received on the application for Readiness to Proceed;
  - e. For Housing Rehabilitation subgrants, a list of applicants for assistance shall be developed and a copy provided to the Department; and
  - f. For Commercial Revitalization subgrants, if façades are to be renovated, a list of businesses that will be assisted shall be developed and a copy provided to the Department.

If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to the Department. The Department shall rescind any subgrant for which the Recipient has not completed activities a.-f. listed above unless it can provide adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Program Budget) and Attachment E (Activity Work Plan).
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG *Application for Funding* submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
4. The Recipient shall request approval of all professional services contracts that will be reimbursed with CDBG funds. Copies of the following documents must be provided to the Department for review:
  - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. A list of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
  - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
  - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
  - e. Completed and signed final evaluation/ranking forms;
  - f. Commission minutes approving contract award;

- g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
- h. The proposed contract;
- i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- j. If a protest was filed, a copy of the protest and documentation of resolution;
- k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient; and
- l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information.

The Department will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, federal or local procurement guidelines.

The Recipient must notify the Department in writing no later than ninety (90) days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

5. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, but in any case, no later than 90 days from the effective date of this Agreement, the Recipient shall complete the following:
  - a. Submit and obtain the Department's approval of the documentation required in paragraph 4 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
  - b. Comply with procedures set forth in 24 CFR Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 CFR Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a ***Notice of Removal of Environmental Conditions***.
6. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 73C-23.0031(1), Florida Administrative Code.
7. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.

8. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
9. For each procured construction contract in Neighborhood Revitalization, Commercial Revitalization and Economic Development projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
  - a. A copy of the bid advertisement, including an affidavit of publication;
  - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
  - c. A copy of the bid tabulation sheet;
  - d. A copy of the engineer's recommendation to award;
  - e. A letter requesting sole source approval, if applicable;
  - f. A copy of the bid bond (5% of the bid price) for the prime contractor(s) selected to do the work, and;
  - g. Completed copies of the following forms:
    - Bidding Information and Contractor Eligibility – Form SC-51;
    - Certification Regarding Debarment, Suspension, And Other Responsibility Matters (Primary Covered Transactions) – Form SC-37;
    - Section 3 Participation Report (Construction Prime Contractor) – Form SC-52;
    - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor) – Form SC-38, if applicable;
    - Section 3 Participation Report (Construction Subcontractor) – Form SC-53, if applicable, and;
    - Documentation for Business Claiming Section 3 Status – Form SC-54, if applicable.
10. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization RFF that includes reimbursement of construction costs, the recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Department, signed by the contractor and inspection engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Department. For each Housing Rehabilitation RFF that includes construction costs, the recipient shall provide a copy of AIA form G702, or a comparable form approved by the Department, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by the Department.
11. When the Recipient issues a **Notice to Proceed** to a contractor, a copy of the notice shall be sent to the Department:
12. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR Section 570.487(b)(4).

13. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
14. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
15. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR 85.31. Any future change of use shall be in accordance with 24 CFR 570.489(j).
16. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
  - a. The property may contain lead-based paint;
  - b. The hazards of lead-based paint;
  - c. The symptoms and treatment of lead poisoning;
  - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
  - e. The need for and availability of blood lead-level screening for children under seven years of age; and
17. The Recipient shall comply with the historic preservation requirements of 24 CFR 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
18. Pursuant to Section 102(b), Public Law 101-235, 42 USC Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
19. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
20. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 CFR 570.489(h).

21. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
22. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
23. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
24. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

#### **For Housing Rehabilitation Subgrants Only**

1. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
2. The Recipient must comply with the Housing Assistance Plan (HAP) that was provided to the Department as part of the application process. The Recipient agrees that this Housing Assistance Plan will be followed unless waived by the governing body. Department approval is required for HAP revisions made after application deadline.
3. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.
4. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the local government prior to initiation of work based on that change order.
5. To document completion of construction, each housing unit case file shall contain the following information:
  - a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;

- b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist; and
  - c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.
6. The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and submitted with the administrative closeout package:
- a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
  - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI, LI or VLI status of the household;
  - c. The number of occupants in the household, categorized by gender; and
  - d. The racial demographics and ethnicity of the head of each household (White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/Pacific Islander, American Indian or Alaskan Native and white, Asian and White, African American and White, American Indian/Alaskan Native and African American, or other multi-racial and whether the head of household is Hispanic).
7. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of SHIP applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG Housing Assistance Plan. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

### **Special Conditions**

- 1. Within 90 days of execution of the Agreement amend the County's Fair Housing Ordinance 88-6 to include Familial Status as a protected class.
- 2. Within 180 days of execution of the Agreement, update the County's Transition Plan for Section 504/ADA Compliance (Attachment C).
- 3. Within 180 days of execution of the Agreement, update the County's Housing Element – Goal III, Objective III.1 of its Comprehensive Plan to reflect that a Moderate Income Person is 80% of median income, a Low Income Person is at 50% of median income, and a Very Low Income Person is at 30% median income.
- 4. Within 90 days of execution of the, update the County's Housing Assistance Plan (HAP) To correct the following issues:

- a. The HAP does not specify that the contractor must be licensed with the State of Florida, Department of Business and Professional Regulation.
- b. The HAP has numerous references to DCA and Department of Community Affairs that need to be changed to DEO or Department of Economic Opportunity.
- c. The HAP states that the County will recruit within the jurisdiction for contractors to be on their approved list of contractors. While this does not prohibit participation from contractors outside the jurisdiction it does not encourage competition. Language should be added to the HAP that states that any contractor wishing to be on the approved list that otherwise meets the County's requirements (other than being located in the jurisdiction), may be added to the list of approved contractors.
- d. The HAP Review does not include the list of required information and documentation that must be in each beneficiary contract file:
  - i. A statement from the contractor that all items on the initial work write-up as modified through change orders have been completed;
  - ii. An acknowledgment that the housing unit meets the applicable local codes, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
  - iii. An acknowledgment that the housing unit meets the applicable local codes, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
  - iv. The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookup, etc.):
    1. Address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
    2. The gender of the head of household;
    3. The LMI, LI or VLI status of the household;
    4. If the household includes handicapped persons or elderly family members; and
    5. The racial demographics of the head of the household (White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/ Pacific Islander, American Indian/Alaskan Native and African American, Asian and White, African American/Alaskan Native and White, African American and White, and Other Multi-Racial.)

## Attachment G

# Civil Rights Compliance Assurance

### Fair Housing

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will "affirmatively further fair housing" in its community. A recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all federally protected classes [race, color, familial status, handicap, national origin, religion, and sex];
- 2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint ;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls, and
  - c) The results of the actions taken, and
  - d) The end results of referrals to other agencies, when applicable;
- 5) Conduct at least one fair housing activity each quarter. Identical activities shall not be conducted in consecutive quarters. (See examples below.), and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The fair housing contact person is expected to have received training so that they can handle fair housing phone inquiries or to refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

Recipients shall document their fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

## **Equal Employment Opportunity**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls, and
  - c) The results of the actions taken;

Each recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor to use when it hires subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://vendorstrator.dms.myflorida.com/directory>.

## **Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment, or
  - c) Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls, and
  - c) The results of the actions taken.

The Section 504 prohibitions against discrimination (See 45 CFR Part 84.) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

#### ***Section 3 Clause.***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## Civil Rights Regulations

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR §570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR §570.490(b) – Recordkeeping Requirements;
6. 24 CFR §570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Non-discrimination; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Taylor County shall comply with all of the provisions and Federal regulations listed in this attachment.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Name: Patricia Patterson

Title: Chairman

## **Attachment H**

# **Audit Requirements**

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

### **Monitoring**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **Audits**

#### **Part I: Federally Funded**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR 74.26 for further details.

5. A web site that provides links to several Federal Single Audit Act resources can be found at:  
<http://harvester.census.gov/sac/sainfo.html>

## **Part II: State Funded**

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/fsaa/statutes.html>.

## **Part III: Other Audit Requirements**

N/A

## **Part IV: Report Submission**

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

A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, Fl. 32399-4126

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

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

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

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, Fl. 32399-4126

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

#### **Part V: Record Retention**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

## Exhibit – 1

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

<b>Federal Agency:</b>	U.S. Department of Housing and Urban Development
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Development Block Grants/State's Program and Non-entitlement Grants in Hawaii
<b>Catalog of Federal Domestic Assistance #:</b>	14.228
<b>Award Amount:</b>	\$750,000.00

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

### **Federal Program**

- 1. The Recipient shall perform the obligations in accordance with 24 Code of Federal Regulations, Subpart I, Sections 570.480 – 570.497.*
- 2. The Recipient shall be governed by the Federal Laws, rules and regulations identified in Attachments B and K of this Agreement.*
- 3. The Recipient shall be governed by Sections 290.0401-048, Florida Statutes,*
- 4. The Recipient shall perform the obligations in accordance with Chapter 73C-23, Florida Administrative Code; the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment E of this Agreement; and Program, Category Specific, and Special Conditions, Attachment J of this Agreement.*

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

*N/A*

**Matching Resources for Federal Programs:**

*N/A*

**Subject to Section 215.97, Florida Statutes:**

*N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**

*N/A*

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

## **Attachment I**

# **Audit Compliance Certification**

<b>Audit Compliance Certification</b>	
<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Recipient: Taylor County	
FEIN: 596000879	Recipient's Fiscal Year:
Contact Name: Melody Cox	Contact's Phone: 850-838-3553
Contact's Email: melody.cox@taylorcountygov.com	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.</b></p>	
<p><b>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</b></p>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

**Attachment J**

**eCDBG Access Authorization Form**

Submit an original eCDBG Access Authorization Form with each copy of the contract.  
Use the tab key to move between form fields when completing the form electronically.

Recipient Name: Taylor County	Contract Number: 15DB-OJ-03-72-01-H 18	Funding Source: <input checked="" type="checkbox"/> Small Cities CDBG <input type="checkbox"/> DRI <input type="checkbox"/> NSP
Mailing Address (Street or P.O. Box): 201 East Green Street		
City, State, and Zip Code: Perry, Florida, 32347		
Recipient's DUNS #: 958215725		Recipient's FEID #: 596000879
<p>Note: A maximum of two employees of the Recipient can be authorized to access eCDBG for this contract. The individuals listed below have been designated to access eCDBG on behalf of the Recipient listed above for the purpose of submitting Requests for Funds (RFFs) and required reports. The eCDBG website address is – <a href="http://www.deocdbg.com">http://www.deocdbg.com</a>. If you need to update the names of the individuals who are authorized to access eCDBG for this contract, submit a copy of SC-55, <b>eCDBG Access Authorization Update Form</b>, to the Department. CDBG Program Phone Number: (850) 717-8405.</p>		
Primary User's Name: Melody Cox	Date: _____	Signature _____
Title: Director of Grants & Social Services	E-mail Address: <a href="mailto:melody.cox@taylorCountygov.com">melody.cox@taylorCountygov.com</a>	
Secondary User's Name: Tammy Taylor	Date: _____	Signature _____
Title: Finance Director	E-mail Address: <a href="mailto:ttaylor@taylorclerk.com">ttaylor@taylorclerk.com</a>	
<p><b>As the Chief Elected Official of the Recipient, I certify that the above individuals are authorized to submit RFF's and reports through eCDBG on behalf of the Recipient.</b></p>		
Name: Patricia Patterson Title: Chairmen	Date: _____	Signature _____
<p align="center"><b>Additional Payment Information for Processing Requests for Funds</b></p>		
<input checked="" type="checkbox"/> Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input checked="" type="checkbox"/> Check here if the Recipient will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a <u>housing rehabilitation</u> grant, check here if your local government will use an escrow account for housing activities.		
<p>CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: <a href="http://flair.dbf.state.fl.us/">http://flair.dbf.state.fl.us/</a>.</p>		
<p>Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.</p>		
Name of Financial Institution: N/A	Account Number: N/A	
Address: N/A	Telephone Number: (N/A) -	
City, State and Zip Code: N/A		

**Small Cities CDBG Program Information Sheet**

7/14/2014

Recipient Name: Taylor CountyCFDA Number: 14.228Contract Number: 15DB-OJ-03-72-01-H 18**Contact Information****1. Chief Elected Official**

CEO Name: Patricia Patterson

Title: Chairman

Address: 201 East Green Street

City, State, Zip Code: Perry, FL 32347

Telephone No: (850) 838-3500 Ext:

Fax Number: (850) 838-3501

E-Mail Address: ppatterson@taylorcountygov.com

**2. Recipient Employee Designated by Resolution to Sign Subgrant Documents**

Name: Patricia Patterson

Title: Chairman

Address: 201 East Green Street

City, State, Zip Code: Perry, FL 32347

Telephone No: (850) 838-3500 Ext:

Fax Number: (850) 838-3501

E-Mail Address: ppatterson@taylorcountygov.com

**3. Chief Financial Officer**

CFO Name: Tammy Taylor

Title: Finance Director

Address: 201 East Greet Street

City, State, Zip Code: Perry, FL 32347

Telephone No: (850) 838-3506 Ext: 122

Fax Number: (850) 838-3501

E-Mail Address: ttaylor@taylorclerk.com

**4. Project Contact**

Name: Melody Cox

Title: Director of Grants &amp; Social Services

Address: 401 Industrial Park Drive

City, State, Zip Code: Perry, FL 32347

Telephone No: (850) 838-3553 Ext:

Fax Number: (850) 838-3563

E-Mail Address: melody.cox@taylorcountygov.com

**Small Cities CDBG Program Information Sheet**

7/14/2014

**5. Civil Rights Contacts**

Fair Housing Coordinator: Melody Cox

Title: Director of Grants &amp; Social Services

Telephone No: (850) 838-3553 Ext:

E-Mail Address: melody.cox@taylorcountygov.com

EEO Coordinator: Melody Cox

Title: Director of Grants &amp; Social Services

Telephone No: (850) 838-3553 Ext:

E-Mail Address: emlody.cox@taylorcountygov.com

Section 504/ADA Coordinator: Melody Cox

Title: Director of Grants &amp; Social Services

Telephone No: (850) 838-3553 Ext:

E-Mail Address: melody.ocx@taylorcountygov.com

**6. Private Consultant (If applicable)**

Consultant Firm: Jordan &amp; Associates

Consultant Contact: Ronald M. Vanzant

Address: 769-5 Blanding Blvd.,

City, State, Zip Code: Orange Park, FL 32065

Telephone No: (904) 264-6203 Ext:

Fax Number: (904) 264-2190

E-Mail Address: rvanzant@jordangrants.com

**Administrative Data**

1. Local Government Federal ID Number: 596000879

2. Local Government DUNS Number: 958215725

3. Districts: United States Congress 2

Florida Senate 3 Florida House 7

**Small Cities CDBG Program Information Sheet**

7/14/2014

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

Recipient Name: N/A

Street Address: N/A

City, State, Zip: N/A

- 5 Please provide a brief Project Description:

Taylor County will use the CDBG funds received through CDBG Contract #15DB-OJ-03-72-01-H 18 to provide Housing Rehabilitation /Demolition /Replacement and Temporary Relocation for a minimum of ten (10) LMI housing units, (to include four (4) Low Income and two (2) Very Low Income housing units.) All housing units will be addressed in accordance with the current Florida Residential Building Code, relevant local housing code (whichever is more stringent for each code-related item) and the County's adopted Housing Assistance Plan.

The estimated CDBG cost of Housing Rehabilitation/Demolition/Replacement is budgeted at \$634,500 with \$3,000 set aside for Temporary Relocation and \$112,500 allocated for 'Administration'.

In addition, the County has committed \$125,000 from the State Housing Initiatives Partnership (SHIP) Program to be utilized as leveraged funds. These leveraged funds will be expended prior to administrative closeout.

The County anticipates proposed construction start and completion dates to be within twenty-four (24) months of the award date.

The County does not anticipate assisting housing units that are located in a flood-prone area; however, the County participates in the National Flood Insurance Program.

As CDBG-HR assistance is only available to LMI housing units, the national objective to benefit LMI persons will be met.

**Civil Rights Profile Sheet**

7/15/2014

Recipient Name: Taylor CountyContract Number: 15DB-OJ-03-72-01-H 18 Date: December 1, 2014**Demographic Data**

1. Total Number of Local Government Employees: 79 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG-funded activities: 0
3. Total Number of Local Government Minority Employees: 11 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 1
5. Local Government Population #: 22,000 (Est. 06-10 ACS) *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 5,340 (Est. 06-10 ACS) *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 24.27 (Est. 06-10 ACS) *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 38.00% (ACS Based FY'14) *(Counties – do not include populations of incorporated cities.)*

**For Neighborhood Revitalization and Commercial Revitalization Projects Only**

9. Service Area Population: N/A
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: N/A

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program  
Department of Economic Opportunity  
107 East Madison Street  
MSC - 400  
Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

## Civil Rights Profile Sheet

7/15/2014

### Instructions for Completing Beneficiary Form

#### For All Subgrants:

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update the data upon completion of subgrant activities.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

#### For Economic Development Subgrants Only *(Should be provided at the time of grant completion.)*


3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

#### For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: Housing Rehabilitation/Demolition/Replacement

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White	N/A	N/A	N/A	N/A	N/A	N/A
African American	N/A	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaskan Native	N/A	N/A	N/A	N/A	N/A	N/A
Other Multi-Racial	N/A	N/A	N/A	N/A	N/A	N/A
Female Head of Household	N/A	N/A	N/A	N/A	N/A	N/A
Elderly Head of Household	N/A	N/A	N/A	N/A	N/A	N/A
Handicapped	N/A	N/A	N/A	N/A	N/A	N/A

<b>SUBJECT/TITLE:</b>	
	THE BOARD TO APPROVE TWO GRANT AWARDS FOR ARTIFICIAL REEFS FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, DIVISION OF MARINE FISHERIES MANAGEMENT, AS AGENDAED BY GEOFF WALLAT, UNIVERSITY OF FLORIDA SEA GRANT AGENT.
<b>MEETING DATE REQUESTED:</b>	
	DECEMBER 16, 2014

**Statement of Issue:** TAYLOR COUNTY HAS BEEN AWARDED TWO GRANTS FOR ARTIFICIAL REEF CONSTRUCTION AT \$60,000 EACH FOR A TOTAL AWARD OF \$120,000. THE BOARD HAS AGREED TO MATCH EACH GRANT IN THE AMOUNT OF \$3,000 FOR A TOTAL OF \$6,000.

**Recommended Action:** APPROVE GRANT CONTRACTS

**Fiscal Impact:** \$3,000 MATCHING GRANTS EACH (\$6,000) TOTAL FROM THE BOARD OF COUNTY COMMISSIONERS.

**Budgeted Expense:**

**Submitted By:** GEOFF WALLAT

**Contact:** 850-838-3508

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## Margaret Dunn

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**From:** Wallat,Geoffrey Kenneth <gwallat@ufl.edu>  
**Sent:** Wednesday, December 3, 2014 3:24 PM  
**To:** Dustin Hinkel  
**Cc:** Margaret Dunn  
**Subject:** RE: Reef Grant application form

10-4. Will do!  
Thanks,

Geoff Wallat  
UF IFAS Extension Agent - Taylor County  
UF Sea Grant Agent  
University of Florida  
Phone: 850-838-3508 Ext 305  
Mail: 203 Forest Park Dr.  
Perry, FL 32348

---

**From:** Dustin Hinkel [dustin.hinkel@taylorcountygov.com]  
**Sent:** Wednesday, December 03, 2014 3:20 PM  
**To:** Wallat,Geoffrey Kenneth  
**Cc:** Margaret Dunn  
**Subject:** FW: Reef Grant application form

Geoff, that is great news! The board meeting is actually on the 16<sup>th</sup>. The deadline for the agenda will be COB on the 9<sup>th</sup>. Coordinate with Margaret on getting an agenda item put together.

Thanks!

## Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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

201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Mille, Keith [mailto:keith.mille@MyFWC.com]  
**Sent:** Tuesday, December 02, 2014 5:09 PM  
**To:** 'Wallat,Geoffrey Kenneth'  
**Cc:** Dustin Hinkel; margaret.dun@taylorcountygov.com; Olson,Clay B  
**Subject:** RE: Reef Grant application form

Excellent. I will make sure to get the draft down to you in time for the Dec 18<sup>th</sup> Commission meeting. Keith

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**From:** Wallat,Geoffrey Kenneth [mailto:gwallat@ufl.edu]  
**Sent:** Tuesday, December 02, 2014 5:08 PM  
**To:** Mille, Keith  
**Cc:** Dustin Hinkel; margaret.dun@taylorcountygov.com; Olson,Clay B  
**Subject:** RE: Reef Grant application form

Hi Keith,  
Sounds great, I don't think that will be a problem at all to get signed by Jan 15th.

I am cc'ing our County Administrator, Assistant County Administrator and my County Extension Director on this email. There is a County Board of Commissioners meeting on Dec 18th, I believe they would approve that contract at that meeting and sign it.

If I hear differently, I will let you know. Thanks for working with us here in Taylor County!

Thanks much!

Geoff Wallat  
UF IFAS Extension Agent - Taylor County  
UF Sea Grant Agent  
University of Florida  
Phone: 850-838-3508 Ext 305  
Mail: 203 Forest Park Dr.  
Perry, FL 32348

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**From:** Mille, Keith [keith.mille@MyFWC.com]  
**Sent:** Tuesday, December 02, 2014 4:55 PM  
**To:** Wallat,Geoffrey Kenneth  
**Subject:** RE: Grant application form

Hi Geoef. I hope to get the agreement to you by mid next week – they must be signed by the county by January 15<sup>th</sup> – will that be a problem? I am still crunching the numbers, but it is looking like we might be able to award both, for a total grant amount of \$120,000 Keith

**From:** Wallat,Geoffrey Kenneth [mailto:gwallat@ufl.edu]  
**Sent:** Tuesday, December 02, 2014 4:32 PM  
**To:** Mille, Keith  
**Subject:** RE: Grant application form

Hi Keith,  
What's the status of the March grant that was awarded to Taylor County? I need to start moving that contract through with Taylor County.

Also, any update on the October grant app?

Thanks,

Geoff Wallat  
UF IFAS Extension Agent - Taylor County  
UF Sea Grant Agent  
University of Florida  
Phone: 850-838-3508 Ext 305  
Mail: 203 Forest Park Dr.  
Perry, FL 32348

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**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:**

THE BOARD TO DISCUSS AND CONSIDER CHANGES TO ITS MEETING AND HOLIDAY CALENDAR.

**MEETING DATE REQUESTED:**

December 16, 2014

**Statement of Issue:****THE BOARD HAS REQUESTED TO CONSIDER ADDING DECEMBER 24, 2014 AND JANUARY 2, 2015 AS HOLIDAYS****Recommended Action:** Approve**Fiscal Impact:** N/A**Budgeted Expense:** YES**Submitted By:****Contact:****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE BOARD'S CURRENT HOLIDAY SCHEDULE HAS DECEMBER 25 & 26 AND JANUARY 1 DESIGNATED AS HOLIDAYS. THE BOARD HAS ASKED TO CONSIDER DESIGNATING DECEMBER 24 AND JANUARY 2, 2015 AS HOLIDAYS. THE CITY OF PERRY HAS APPROVED DECEMBER 24-26 AS HOLIDAYS.

**Options:****APPROVE  
DENY****Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO DISCUSS AND CONSIDER COMMITTING  
RESOURCES TO IMPROVING THE TOWER ROAD.



**MEETING DATE REQUESTED:**

December 16, 2014

**Statement of Issue:** THE BOARD TO ADD TOWER ROAD TO ITS MAJOR  
PROJECTS

**Recommended Action:** APPROVE

**Fiscal Impact:** \$20,000; COMMITTED FROM DISTRICT 1 AND 4  
SECONDARY ROAD PAVING

**Budgeted Expense:** YES

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** AT ITS PREVIOUS MEETING, COMMISSIONERS PAGE AND  
FEAGLE COMMITTED \$10,000 EACH FROM THEIR DISTRICT'S SECONDARY ROAD  
PAVING ACCOUNTS TO IMPROVE THE TOWER ROAD BY ADDING A LIMEROCK  
CAP TO THE ROAD. THIS ITEM IS TO CONFIRM AND MEMORIALIZE THE  
COMMITMENT OF FUNDING AND RESOURCES.

**Options:** APPROVE  
DENY

**Attachments:** SECONDARY ROAD PAVING ACCOUNT BALANCES

SUNGARD PENTAMATION, INC.  
DATE: 12/10/2014  
TIME: 11:05:29

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: expldgr.key\_orgn='0308'  
ACCOUNTING PERIOD: 3/15

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

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

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
56310	COUNTY-WIDE ROAD PAVING	646,838.00	1,625.00	.00	1,625.00	645,213.00	.25
56311	DISTRICT 1 - ROAD PAVING	23,027.00	.00	.00	.00	23,027.00	.00
56312	DISTRICT 2 - ROAD PAVING	20,856.00	.00	.00	.00	20,856.00	.00
56313	DISTRICT 3 - ROAD PAVING	145,922.00	.00	.00	.00	145,922.00	.00
56314	DISTRICT 4 - ROAD PAVING	20,856.00	.00	.00	.00	20,856.00	.00
56315	DISTRICT 5 - ROAD PAVING	42,401.00	.00	.00	.00	42,401.00	.00
	TOTAL SECONDARY-ROAD PAVING	899,900.00	1,625.00	.00	1,625.00	898,275.00	.18
	TOTAL SECONDARY ROAD PROJECT	899,900.00	1,625.00	.00	1,625.00	898,275.00	.18
TOTAL REPORT		899,900.00	1,625.00	.00	1,625.00	898,275.00	.18

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF THE COUNTY ADMINISTRATOR'S RECOMMENDATION TO FILL THE POSITION OF FIRE CHIEF, AS AGENDAED BY THE COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

DECEMBER 16, 2014

**Statement of Issue:** DAN CASSEL HAS BEEN THE INTERIM FIRE CHIEF SINCE JULY 2014

**Recommended Action:** APPROVE

**Fiscal Impact:** GRADE 22

**Budgeted Expense:** YES

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

**Contact:** 838-3500x7

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**


**History, Facts & Issues:** DAN CASSEL IS A 15 YEAR VETERAN OF THE FIRE SERVICE AND HAS PREVIOUSLY SERVED WITH MONROE COUNTY AND THE STATE FORESTRY SERVICE. DAN JOINED TAYLOR COUNTY IN 2009 AND HAS BEEN SERVING AS THE INTERIM FIRE CHIEF SINCE JULY.

**Options:** APPROVE  
DENY AND RE-ADVERTISE

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

<b>SUBJECT/TITLE:</b> 	<b>THE BOARD TO CONSIDER APPROVAL OF A LETTER REQUESTING THE REMOVAL OF THE COUNTY'S INCARCERATED POPULATION FROM CONSIDERATION IN THE ESTABLISHMENT OF THE COUNTY'S PORTION OF REQUIRED FUNDING FOR THE HEALTH CARE RESPONSIBILITY ACT, AS AGENDAED BY THE COUNTY ADMINISTRATOR</b>
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<b>MEETING DATE REQUESTED:</b>	December 16, 2014
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**Statement of Issue:**      **THE COUNTY IS REQUIRED TO PAYOUT A CERTAIN AMOUNT PER YEAR FOR HCRA CLAIMS. CURRENTLY THIS AMOUNT IS CALCULATED ON A PER CAPITA BASIS THAT INCLUDES THE PRISON POPULATION**

**Recommended Action:**    Approve

**Fiscal Impact:**            **REDUCTION IN THE AMOUNT REQUIRED TO PAY FOR HCRA CLAIMS**

**Budgeted Expense:**        YES

**Submitted By:**             Dustin Hinkel, County Administrator

**Contact:**                    Dustin Hinkel, County Administrator

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**    **THE NEW CAP FOR THE COUNTY'S HCRA RESPONSIBILITY IS ESTIMATED TO BE \$78,508, A REDUCTION OF AROUND \$10,000.**

**Options:**                    **APPROVE  
DENY**

**Attachments:**              **LETTER OF REQUEST  
CORRESPONDENCE**



## 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

**DUSTIN M. HINKEL, 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

December 16, 2014

Agency for Health Care Administration  
Health Care Responsibility Act; MS#26  
2727 Mahan Drive  
Tallahassee, FL 32308

To Whom It May Concern:

Please allow this letter to be the Board of County Commissioners' formal request for a reduction of responsibility based on population, specifically the removal of the County's incarcerated population from the per capita calculation for the Board's financial obligation. The Board understands that this election restricts the County's ability to re-verify financial and residency documentation provided to it by the participating hospital, in accordance with the requirements of Section 154.3105, Florida Statutes. Please contact our County Administrator, Dustin Hinkel, if any further information is needed.

Sincerely,

Patricia Patterson  
Chairwoman

## Dustin Hinkel

---

**From:** Jami Boothby  
**Sent:** Wednesday, November 05, 2014 8:23 AM  
**To:** Dustin Hinkel  
**Subject:** FW: Inmate population questions

Your questions are answered below. Based on the sheets that Lawanda gave us the other day, I subtracted the inmates from the population and times that by 4 which came out to be \$78508 but that is based on last years figures.

**From:** Westbrook, Mia [<mailto:Mia.Westbrook@ahca.myflorida.com>]  
**Sent:** Wednesday, November 05, 2014 8:19 AM  
**To:** Jami Boothby  
**Subject:** RE: Inmate population questions

No, I will get it where it needs to go.

**From:** Jami Boothby [<mailto:building.tech@taylorcountygov.com>]  
**Sent:** Wednesday, November 05, 2014 8:18 AM  
**To:** Westbrook, Mia  
**Subject:** RE: Inmate population questions

Ok, Thanks, Is there a specific contact person?

**From:** Westbrook, Mia [<mailto:Mia.Westbrook@ahca.myflorida.com>]  
**Sent:** Wednesday, November 05, 2014 8:16 AM  
**To:** Jami Boothby  
**Subject:** RE: Inmate population questions

Jami,

You can address the letter to the following:

Agency for Health Care Administration  
Health Care Responsibility Act; MS#26  
2727 Mahan Drive  
Tallahassee, FL 32308

We will not know what the new CAP will be until the paperwork is processed. However, I can tell you it's based on \$4 per person.

**From:** Jami Boothby [<mailto:building.tech@taylorcountygov.com>]  
**Sent:** Wednesday, November 05, 2014 8:11 AM  
**To:** Westbrook, Mia  
**Subject:** FW: Inmate population questions

Good Morning. Can you answer the questions below. We will be submitting a formal letter to request reducing the County's population liability by the number of inmates. We need to know who it should be made out to and the address it needs to be sent to. Thanks

**From:** Dustin Hinkel  
**Sent:** Tuesday, November 04, 2014 4:36 PM  
**To:** Jami Boothby  
**Cc:** Margaret Dunn  
**Subject:** RE: Inmate population questions

Attached is a draft letter. Please find out the following, before we place it on the board's agenda.

1. Fill in the contact person's name and address
2. What our new cap will be with the reduction in population

Thanks!

## **Dustin Hinkel**

County Administrator  
Taylor County Board of County Commissioners

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

201 E Green Street  
Perry, FL 32347  
850-838-3500 ext 7 Office  
850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Jami Boothby  
**Sent:** Monday, November 03, 2014 3:20 PM  
**To:** Dustin Hinkel  
**Subject:** FW: Inmate population questions

**From:** HCRA [<mailto:hcra@ahca.myflorida.com>]  
**Sent:** Monday, November 03, 2014 2:53 PM  
**To:** Jami Boothby  
**Subject:** RE: Inmate population questions

Jami,

We would need to have something in writing from the county stating that you would like the reduction of responsibility based on population. With that being said, per the HCRA handbook,

"A county is entitled to receive the benefit of this reduction only if the county accepts and does not

require any re-verification of the documentation of financial eligibility and county residency provided to it by the participating hospital or regional referral hospital. The submitted documentation must be complete and in accordance with the requirements of Section 154.3105, Florida Statutes."

The county will have to go off the information the hospital sends you and you are not allowed to question it, or change it. Also, per the HCRA handbook,

"The Agency determines the maximum amount of the county's financial obligation under the HCRA and notifies each county of such by March of each year. The Agency determines the county's financial obligation by using the most recent official state population estimate for the total county population, which is published in February by the Executive Office of the Governor for the coming year"

The reduction would occur half way through the Fiscal Year.

I hope this helps. Let me know if you have any additional questions.

Thanks!

**From:** Jami Boothby [<mailto:building.tech@taylorcountygov.com>]

**Sent:** Monday, November 03, 2014 10:18 AM

**To:** Westbrook, Mia

**Subject:** Inmate population questions

Taylor County would like to reduce our population liability by the number of inmates that we have. We need to know the steps that we need to take to receive this benefit. We also need to know how this works with the hospital essentially providing us the documentation on income and residency. Thanks

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

The Board to Discuss Paid Equity Days policy 4.04



**MEETING DATE REQUESTED:**

December 16, 2014

**Statement of Issue:** Employees that normally work 4 ten hour days work fewer hours during a paid holiday week. This policy will equalize those hours for full time employees working five or six days per week by providing them with comparable Paid Equity Days.

**Recommended Action:** Approve Policy 4.04 Paid Equity Days

**Fiscal Impact:** None

**Budgeted Expense:** N/A

**Submitted By:** Dustin Hinkel, County Administrator

**Contact:** Dustin Hinkel, County Administrator

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** As an example, during the week of Thanksgiving employees working Monday – Thursday ten hour days only work 20 hours during that particular holiday week (Monday & Tuesday), since they are given 2 days off that week like all the other employees. As paid holidays occur during the year this equates to 24 hours per year. This policy will equalize that paid time off by allowing our other full time employees a comparable amount of time off.

**Options:**

**Attachments:** Policy 4.04



# Taylor County

## Board of County Commissioners'

### Policy Manual

Policy #:	Title:	Effective Date:
4.04	Paid Equity Days	01/01/2015

#### PURPOSE

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Providing paid time off to full time employees that work 5 days per week, 8 hours per day equal to full time employees that work 4 days per week, 10 hours per day.

#### REFERENCE

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Personnel Policies adopted October 1, 2014, page 9  
IBEW Union Contract, entered into October 1, 2006, page 29  
IAFF Union Contract, entered into July 15, 1999

#### POLICY

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All Full time employees that are entitled to Holiday Pay per the current Personnel Policies and whose normal scheduled work week is comprised of 5 days and 8 hours of work per pay week are entitled to three Equity Days per year. This policy is designed to make those employees that do not work four-tens have an equal amount of paid time off as do their co-workers.

Equity Days are intended to be "use it or lose it" within each fiscal calendar year. Equity Days will not be prorated or used in advance of being earned. Employees must use Equity Days in the calendar year. Equity Days will not be "banked" for future use.

Department Heads are responsible for managing the use of employee's scheduled sick, vacation, Personal Days and Equity Days for their subordinates to maintain adequate coverage and services for the county and the public.

Equity Days may be used in combination with any other paid holiday, preapproved sick or preapproved vacation or funeral leave as evidenced by a *preapproved*, signed LEAVE FORM with a Department Head signature.

In the event of Family Medical Leave Act designations, the Equity Days will be used first in conjunction with any other paid leave balances within the leave entitlement under FMLA.

In the event an employee's normally scheduled days and hours change from four-tens to five-eights or vice versa, this leave policy will pertain to and be effective with a *prorated number of days based on the month of the employee's work schedule change*.

**RESPONSIBLE DEPARTMENT**

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All Departments

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**Sunset Date: none**