

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA  
REGULAR BOARD MEETING  
MONDAY, NOVEMBER 2, 2015  
6:00 P.M.  
201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX  
OLD POST OFFICE

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR TEN (10) APPROVED CDBG RECIPIENTS FOR THE REHABILITATION OR DEMOLITION AND RECONSTRUCTION OF THEIR HOMES, 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 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER RAISING THE BOAT RAMP ANNUAL PASS, EFFECTIVE JANUARY 1, 2016.
6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER LOWERING THE POSTED SPEED LIMIT AROUND THE STEINHATCHEE SCHOOL FROM 20 MPH TO 15 MPH.

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

CONSENT ITEMS:

7. APPROVAL OF MINUTES OF OCTOBER 20, 2015.
8. EXAMINATION AND APPROVAL OF INVOICES.
9. THE BOARD TO CONSIDER THE ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, THE 3<sup>RD</sup> CENT TOURISM TAX/INFRASTRUCTURE FUND, SALES TAX REVENUE FUND, AND THE SCOP PAVING PROJECT FUND (ROBERTS AMAN ROAD), AS SUBMITTED BY COUNTY FINANCE.
10. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON DEBRIS MONITORING AGREEMENT, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
11. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE LEASE AMENDMENT NO P00010 WITH THE GENERAL SERVICES ADMINISTRATION (VA CLINIC), AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

12. THE BOARD TO HEAR A PRESENTATION BY DOUG FAIRCLOTH, CFO, ON THE FINANCIALS FOR DOCTORS' MEMORIAL HOSPITAL (DMH), AS AGENDAED BY MARY LESCHER, INTERIM CEO.
13. SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR REGARDING THE ANNUAL AUDIT OF THE TCDA AND A REQUEST TO RELEASE THE APPROPRIATED FUNDS FOR FY 2015-2016.

HOSPITAL ITEMS:

14. THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO PURCHASE ENDOSCOPY EQUIPMENT FOR DMH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

15. THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION FOR THE PURCHASE OF OPERATING ROOM TABLES FOR DMH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ATTORNEY ITEMS:

16. THE BOARD TO TASK THE COUNTY ATTORNEY AND COUNTY ADMINISTRATOR TO DRAFT A PROPOSED ORDINANCE REGARDING THE FINE FOR FAILURE TO PAY THE BOAT RAMP PERMIT FEE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. THE BOARD TO TASK THE COUNTY ATTORNEY TO DRAFT AN ORDINANCE REGARDING THE SALE OF WINE ON CERTAIN DAYS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE BOARD TO TASK THE COUNTY ATTORNEY TO DRAFT A PROPOSED ORDINANCE FOR ESTABLISHING STANDARDS FOR EXTERIOR PROPERTY AREAS ALONG HIGHWAY 19 WITHIN A SPECIFIC CORRIDOR IN TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

GENERAL BUSINESS:

19. THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION DECLARING NOVEMBER 13, 2015, AS WORLD PANCREATIC CANCER DAY IN TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

20. THE BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM REIMBURSEMENT AGREEMENT FOR THE WIDENING AND RESURFACING OF CARLTON CEMETERY ROAD AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
21. THE BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM REIMBURSEMENT AGREEMENT FOR THE WIDENING AND RESURFACING OF SAN PEDRO ROAD (CR 356) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS, AS AGENDAED BY THE COUNTY ENGINEER.

22. THE BOARD TO CONSIDER APPROVAL OF AND EXECUTE THE GRANT AGREEMENT (16RC-A4-03-72-01-XXX) WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR FUNDING AWARDED TO THE COUNTY IN THE AMOUNT OF \$194,000 THROUGH THE RESIDENTIAL CONSTRUCTION MITIGATION PRORAM (RCMP), AS AGENDAED BY THE GRANTS ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

23. 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.



<b>TAYLOR COUNTY BOARD OF COMMISSIONERS</b>	
<b><i>County Commission Agenda Item</i></b>	
<b>SUBJECT/TITLE:</b>  	Board to receive bids at 6:00 p.m. for ten (10) approved CDBG recipients for the rehabilitation or demolition and reconstruction of their homes.
<b>MEETING DATE REQUESTED:</b>	November 2, 2015

**Statement of Issue:** Board to receive bids for ten (10) CDBG housing projects.

**Recommended Action:** Not applicable

**Fiscal Impact:** Not Applicable

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County to receive bids for the following CDBG housing projects:

Paula Daughtry	6059 Loren Henderson Road	Demo & Reconstruct
Robin Paulk	10146 Fish Creek	Demo & Reconstruct
Jan Hopkins	1272 Langford Lane	Demo & Reconstruct
Lisa & Michael Sinnott	2737 W US 98	Rehabilitation
Wendy Raulerson	6637 Potts Still Road	Demo & Reconstruct
Sabra & Benny Farnell	2470 W US 98	Demo & Reconstruct
Summer Grantham	793 Ma Dixon Road	Demo & Reconstruct
Alice Cassellman	3820 McLean Street	Demo & Reconstruct
Ann Bembry	6942 Puckett Road	Demo & Reconstruct
Alice Willis	1220 Glennis Cruce	Demo & Reconstruct

The Bid Committee will be Ronald Vanzant (Jordan & Associates), Daniel Simpson, and Melody Cox. The committee will make a recommendation of award at the November 16, 2015 Board meeting.

**Attachments:** Not Applicable

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO CONDUCT A PUBLIC HEARING AT 6:05 P.M. TO  
CONSIDER RAISING THE BOAT RAMP ANNUAL PASS EFFECTIVE  
JANUARY 1, 2016



**MEETING DATE REQUESTED:**

NOVEMBER 2, 2015

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** COUNTY ADMINISTRATOR 850-838-3500 X 7

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN, THAT THE  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
WILL HOLD A PUBLIC HEARING  
MONDAY, NOVEMBER 2, 2015, AT 6:05 P.M., IN THE  
TAYLOR COUNTY BOARD OF COMMISSIONERS MEETING ROOM  
201 E. GREEN STEET  
PERRY, FLORIDA 32347.**

**THE PUBLIC HEARING IS BEING HELD TO CONSIDER RAISING THE BOAT  
RAMP ANNUAL PASS, EFFECTIVE JANUARY 1, 2016.  
ALL MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND.**

**NOTICE IS FURTHER HEREBY GIVEN PURSUANT TO  
FLORIDA STATUTE 286.0105, THAT ANY PERSON OR PERSONS  
DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS  
MEETING WILL NEED A RECORD OF THE HEARING 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.**

**ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE  
GOVERNED BY THIS PUBLIC NOTICE**

### **ADDITIONAL INFORMATION MAY BE OBTAINED FROM:**

**Dustin Hinkel  
County Administrator  
(858) 838-3500 Ext. 7**

**DATED, THIS 7TH. DAY OF OCTOBER, 2015  
BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA**

**LEGAL  
1 ISSUE  
WEDNESDAY, OCTOBER 21, 2015  
BILL B.C.C.**

RESOLUTION

Establishing the fee for launching a boat at a county boat ramp

WHEREAS the Taylor County Board of County Commissioners desires to provide the highest level of service to the residents and visitors of Taylor County; and,

WHEREAS Taylor County has access to the finest fishing and pristine coastline along the Gulf of Mexico and has provided and maintains boat ramps to provide such access to the public; and,

WHEREAS Section 78-73(a) 2011-11 of the Taylor County ordinances states that a fee shall be established by resolution for the launching of each boat at the boat ramps under the jurisdiction of the Board of County Commissioners and that the proceeds of such permit fees shall be used for the operation and maintenance of the boat ramp for which the fee was collected; and,

WHEREAS Section 78-73 (b) 2011-11 of the Taylor County ordinances states that there shall be an annual permit fee established by resolution for the launching of boats on an annual basis; and,

WHEREAS Section 78-73 (c) 2011-11 of the Taylor County ordinances states that the launch fee for each boat or the annual permit fee may be changed by resolution of the Board of County Commissioners at any time;

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

That the annual permit fee for the launching of a boat at the county boat ramps in Taylor County shall be \_\_\_\_\_ effective January 1, 2016.

PASSED AND ADOPTED in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
PAT PATTERSON, CHAIR

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURHY, CLERK

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



THE BOARD TO CONDUCT A PUBLIC HEARING AT 6:10 P.M. TO CONSIDER LOWERING THE POSTED SPEED LIMIT AROUND THE STEINHATCHEE SCHOOL FROM 20 MPH TO 15 MPH.

**MEETING DATE REQUESTED:**

NOVEMBER 2, 2015

**Statement of Issue:** THIS REQUEST CAME FROM THE TAYLOR COUNTY PUBLIC SCHOOL ADMINISTRATION.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** COUNTY ADMINISTRATOR 850-838-3500 X 7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN, THAT THE  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
WILL HOLD A PUBLIC HEARING  
MONDAY, NOVEMBER 2, 2015, AT 6:10 P.M., IN THE  
TAYLOR COUNTY BOARD OF COMMISSIONERS MEETING ROOM  
201 E. GREEN STEET  
PERRY, FLORIDA 32347.**

**THE PUBLIC HEARING IS BEING HELD TO CONSIDER LOWERING THE  
POSTED SPEED LIMIT AROUND THE STEINHATCHEE SCHOOL,  
FROM 20 MPH TO 15 MPH.  
ALL MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND.**

**NOTICE IS FURTHER HEREBY GIVEN PURSUANT TO  
FLORIDA STATUTE 286.0105, THAT ANY PERSON OR PERSONS  
DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS  
MEETING WILL NEED A RECORD OF THE HEARING 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.**

**ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE  
GOVERNED BY THIS PUBLIC NOTICE**

**ADDITIONAL INFORMATION MAY BE OBTAINED FROM:**

**Dustin Hinkel  
County Administrator  
(858) 838-3500 Ext. 7**

**DATED, THIS 7th. DAY OF OCTOBER, 2015  
BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA**

**LEGAL  
1 ISSUE  
WEDNESDAY, OCTOBER 21, 2015  
BILL B.C.C.**

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 SCOP PAVING PROJECT FUND (Roberts Aman Road) for the fiscal period ending September 30, 2016, to be in excess of the advertised budget.

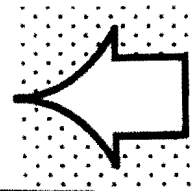
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the SCOP PAVING PROJECT FUND Budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$611,751	163-3344905	SCOP Grant-Roberts Aman Rd
\$595,934	0322-53401	Contractual Services
\$ 15,817	0322-53101	Professional Services
\$611,751	Total Expenditures	

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 2nd day of November, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(Balance of SCOP Grant @ 2015 FYE; not budgeted in 2016, as the project was expected to be complete)

(Fund 163)  
(Dept 0327)

Scop Grant - Roberto Arana Rd

11/13/13 Grant Award \$369,949

1/23/15 Supplemental Award \$500,000

Total Grant \$869,949

Expended:

2013/2014 FY (3,597.48)

2014/2015 FY (254,599.75)

Cumulative  
Balance Grant  
9/30/15

\$ 611,751.77

✓  
In Budget  
2015/2016  
FY

8 10/24/15



SUNGARD PENTAMATION, INC.  
DATE: 10/22/2015  
TIME: 14:04:27

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: orgn.orgn3='0322'  
ACCOUNTING PERIOD: 13/15

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

FUND-163 SCOP PROJECT-ROBERTS AMAN  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0322 SCOP/ROBERTS AMAN RD

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	39,375.00	.00	.00	23,557.74	15,817.26	59.83
53401	CONTRACTUAL SERVICES	826,976.00	.00	.00	231,042.01	595,933.99	27.94
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
56300	CAPITAL/INFRASTRUCTURE	.00	.00	.00	.00	.00	.00
56500	CONSTRUCTION IN PROGRESS	.00	.00	.00	.00	.00	.00
TOTAL SCOP/ROBERTS AMAN RD		866,351.00	.00	.00	254,599.75	611,751.25	29.39
TOTAL SCOP PROJECT-ROBERTS AM		866,351.00	.00	.00	254,599.75	611,751.25	29.39
TOTAL REPORT		866,351.00	.00	.00	254,599.75	611,751.25	29.39

20154  
Expenditures

9-30-15

~~supplemental~~

Short Balance/Cumulative

JF  
10/22/15

## 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 **SALES TAX REVENUE FUND** for the fiscal period ending September 30, 2016, to be in excess of the advertised budget.

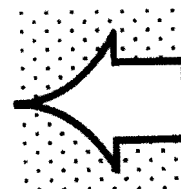
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SALES TAX REVENUE FUND** Budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,205,812	150-3899010	Cash Brought Forward
		DMH-Capital Improvements
\$ 14,444	1504-53401	Contractual Services
\$ 825	1504-54902	Legal Advertising
\$ 1,992	1504-55103	Equipment < \$1,000
\$ 450,051	1504-56400	Capital Outlay - Equipment
\$ 500,000	1504-56401	Capital Outlay - Vehicles
\$ 238,500	1504-56407	Capital Outlay - Furniture
<u>\$1,205,812</u>		Total Expenditures

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 2nd day of November, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(2015 FYE Balance of Sales Tax Revenue Funds previously designated for Capital Purchases for DMH; funds not budgeted in 2016, as the purchases were expected to be complete)

SUNGARD PENTAMATION, INC.  
DATE: 10/22/2015  
TIME: 11:25:45

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: expdedgr.key\_orgn='1504'  
ACCOUNTING PERIOD: 13/15

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

FUND-150 SALES TAX REVENUE FD/HOSP  
FUNCTION-560 HUMAN SERVICES  
ACTIVITY-561 HOSPITALS  
TOTL/DEPT-1504 DMH-CAPITAL IMPROVEMENTS

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	14,000.00	.00	.00	-444.00	14,444.00	-3.17
54902	LEGAL ADVERTISING	2,200.00	.00	.00	1,374.80	825.20	62.49
55103	EQUIPMENT < \$1,000	20,000.00	.00	.00	18,007.68	1,992.32	90.04
56400	CAPITAL OUTLAY-EQUIPMENT	1,201,550.00	.00	.00	751,499.36	450,050.64	62.54
56401	CAPITAL OUTLAY-VEHICLES	500,000.00	.00	.00	.00	500,000.00	.00
56402	CAPITAL OUTLAY/SOFTWARE	23,750.00	.00	.00	23,750.00	.00	100.00
56407	CAPITAL OUTLAY/FURNITURE	238,500.00	.00	.00	.00	238,500.00	.00
	TOTAL DMH-CAPITAL IMPROVEMENT	2,000,000.00	.00	.00	794,187.84	1,205,812.16	39.71
	TOTAL SALES TAX REVENUE FD/HO	2,000,000.00	.00	.00	794,187.84	1,205,812.16	39.71
	TOTAL REPORT	2,000,000.00	.00	.00	794,187.84	1,205,812.16	39.71

Balance -  
Designated Capital  
Funding  
@ 9/30/15 YVE

Amended 2016  
CE

## 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 3<sup>rd</sup>-CENT TOURISM TAX/INFRASTRUCTURE FUND for the fiscal period ending September 30, 2016, to be in excess of the advertised budget.

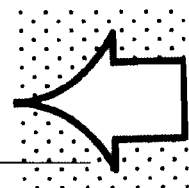
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the 3<sup>rd</sup>-CENT TOURISM TAX/INFRASTRUCTURE FUND budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$78,293	629-3899010	Cash Brought Forward
		FCH/CulturalFac.Grant Match
\$78,293	1361-56200	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 2nd day of November, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



(This is the 2015 FYE balance of 3-cent tourist tax, previously designated for the Forest Capital Hall Renovation Project. Said balance of funds was not included in the 2016 FY Budget, as the project was anticipated to be complete.)

SUNGARD PENTAMATION, INC.  
DATE: 10/23/2015  
TIME: 11:03:10

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTall

SELECTION CRITERIA: expledgr.key\_orgn='0493'  
ACCOUNTING PERIOD: 13/15

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

FUND-001 GENERAL FUND  
FUNCTION-570 CULTURE/RECREATION  
ACTIVITY-572 PARKS & RECREATION  
TOTL/DEPT-0493 FCH RENNOVATION PROJECT

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP
53401	CONTRACTUAL SERVICES	143,245.00	7,286.22	.00	137,257.57
	TOTAL FCH RENNOVATION PROJECT	143,245.00	7,286.22	.00	137,257.57
	TOTAL GENERAL FUND	143,245.00	7,286.22	.00	137,257.57

TYE  
9-30-15

AVAILABLE BALANCE	YTD/ BUD
5,987.43	95.82
5,987.43	95.82
5,987.43	95.82

*general fund*

*Go Amend 2016 Budget*

SUNGARD PENTAMATION, INC.  
DATE: 10/23/2015  
TIME: 11:02:38

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key\_orgn='1361'  
ACCOUNTING PERIOD: 13/15

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

FUND-629 3RD TOURISM TAX/INFRAS  
FUNCTION-570 CULTURE/RECREATION  
ACTIVITY-579 OTHER CULTURE/RECREATION  
TOTL/DEPT-1361 FCH/CULT.FAC.GRANT MATCH

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP
56200	CAPITAL OUTLAY-BUILDINGS	215,500.00	7,236.21	.00	137,207.57
	TOTAL FCH/CULT.FAC.GRANT MATC	215,500.00	7,236.21	.00	137,207.57
	TOTAL 3RD TOURISM TAX/INFRAS	215,500.00	7,236.21	.00	137,207.57

AVAILABLE BALANCE	YTD/ BUD
78,292.43	63.67
78,292.43	63.67
78,292.43	63.67

*Tourism fund*

TOTAL REPORT	215,500.00	7,236.21	.00	137,207.57	78,292.43	63.67
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## 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, 2016, 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, 2016.

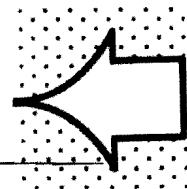
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$67,461	001-3899010	General Fund-Cash Brought Forward
		Sports Complex Construction-
\$ 11,250	0452-56200	Capital Outlay-Building
\$ 57,311	0452-56300	Capital Outlay-Infrastructure
<u>\$(1,100)</u>	0452-56400	Capital Outlay-Equipment
\$67,461	Total Expenditures	

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 2nd day of November, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 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'15 - in excess of the 2016 budget)



**SIGN  
HERE**

SUNGARD PENTAMATION, INC.  
DATE: 10/22/2015  
TIME: 15:34:39

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTALL

SELECTION CRITERIA: expldgr.key\_orgn='0452'  
ACCOUNTING PERIOD: 1/16

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT  
TOALED 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	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	213.00	.00	.00	.00	213.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	28,900.00	.00	300.00	.00	28,600.00	1.04
56400	CAPITAL OUTLAY-EQUIPMENT	1,100.00	.00	1,100.00	.00	.00	100.00
56412	LEASE PMT-INFRASTRUCTURE	71,411.00	71,410.58	.00	71,410.58	.42	100.00
	TOTAL SPORTS COMPLEX CONSTRUCT	101,624.00	71,410.58	1,400.00	71,410.58	28,813.42	71.65
	TOTAL GENERAL FUND	101,624.00	71,410.58	1,400.00	71,410.58	28,813.42	71.65
	TOTAL REPORT	101,624.00	71,410.58	1,400.00	71,410.58	28,813.42	71.65

2016 FY

Budgeted 10/1/15  
Based on estimated CF \$30,000

Actual Budget  
Balance ~~for~~ 2015 \$97,461

~~Current 2016~~

001-3899010 Cash CF \$67,461

Excess CF

\$67,461

Amend

2016  
Budget  
Be the  
act

10/22/15

56400 Capital Equipment (1,100.00)  
56300 Capital/Infrastructure \$57,311.00  
56200 Capital Bldg (plng) \$11,250.00  
P 67,461

SUNGARD PENTAMATION, INC.  
DATE: 10/22/2015  
TIME: 15:27:09

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: expledgr.key\_orign='0452'  
ACCOUNTING PERIOD: 13/15

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

2014/2015 FY

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	.00	.00	.00	.00	.00	.00
51400	OVERTIME	.00	.00	.00	.00	.00	.00
52110	FICA/MEDICARE TAXES	.00	.00	.00	.00	.00	.00
52200	RETIREMENT CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
52300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
52320	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
52400	WORKERS' COMPENSATION	.00	.00	.00	.00	.00	.00
53101	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
53401	CONTRACTUAL SERVICES	718.00	.00	.00	718.00	.00	100.00
54100	COMMUNICATIONS	.00	.00	.00	.00	.00	.00
54300	UTILITY SERVICES	.00	.00	.00	.00	.00	.00
54402	RENT/LEASE-EQUIPMENT	2,324.00	.00	.00	2,324.00	.00	100.00
54500	INSURANCE	.00	.00	.00	.00	.00	.00
54610	R&M BUILDINGS & GROUNDS	.00	.00	.00	.00	.00	.00
54615	LANDSCAPE/MAINTENANCE	.00	.00	.00	.00	.00	.00
54620	R&M EQUIPMENT	.00	.00	.00	.00	.00	.00
54640	R&M AUTOMOBILE	.00	.00	.00	.00	.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
54907	LICENSE/PERMIT/REGISTRAT	.00	.00	.00	.00	.00	.00
54960	TIPPING FEES-CLASS 1/GAR	.00	.00	.00	.00	.00	.00
54965	TIPPING FEES-CLASS 3/TRS	.00	.00	.00	.00	.00	.00
54977	RECORDING FEES	.00	.00	.00	.00	.00	.00
55102	OFFC.EQUIP/FURN.<\$1,000	.00	.00	.00	.00	.00	.00
55103	EQUIPMENT < \$1,000	1,849.07	.00	.00	1,849.07	.00	100.00
55201	GEN. OPERATING SUPPLIES	.00	.00	.00	.00	.00	.00
55202	SAFETY PRODUCTS/SUPPLIES	.00	.00	.00	.00	.00	.00
55210	PETROLEUM PRODUCTS	.00	.00	.00	.00	.00	.00
55220	TOOLS & IMPLEMENTS	150.00	.00	.00	99.99	50.01	66.66
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
56100	LAND	.00	.00	.00	.00	.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	121,736.17	4,348.66	.00	75,424.59	46,311.58	61.96
56300	CAPITAL/INFRASTRUCTURE	50,000.00	.00	.00	.00	50,000.00	.00
56310	COUNTY-WIDE ROAD PAVING	.00	.00	.00	.00	.00	.00
56321	CAPITAL-IRRIGATION SYSTE	.00	.00	.00	.00	.00	.00
56322	CAPITAL-ELECTRICAL	.00	.00	.00	.00	.00	.00
56323	CAPITAL-SITE WORK	.00	.00	.00	.00	.00	.00
56324	CAPITAL - BRIDGES	.00	.00	.00	.00	.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	4,060.18	.00	.00	2,960.18	1,100.00	72.91
56412	LEASE PMT-INFRASTRUCTURE	71,410.58	.00	.00	71,410.58	.00	100.00
56500	CONSTRUCTION IN PROGRESS	.00	.00	.00	.00	.00	.00
57100	DEBT SERVICE PRINCIPLE	.00	.00	.00	.00	.00	.00
57200	DEBT SERVICE INTEREST	.00	.00	.00	.00	.00	.00
59995	TRANSFER-RETURN GRANT FD	.00	.00	.00	.00	.00	.00
	TOTAL SPORTS COMPLEX CONSTRUC	252,248.00	4,348.66	.00	154,786.41	97,461.59	61.96
	TOTAL GENERAL FUND	252,248.00	4,348.66	.00	154,786.41	97,461.59	61.96

Balance 9/30/15



## 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, 2016, 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, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$15,145	001-3899010	Cash Carry Forward State Aid Library -
\$15,145	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 2nd day of November, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

(State Aid Library Grant Funds Remaining @ FYE  
2015 - not anticipated nor budgeted in 2016)

**STATE AID LIBRARY FUNDS**

BEGINNING BALANCE 10/1/14

\$18,166.95

FY 2014/15 RECEIPTS-State Aid Grant

\$99,691.00 001-3347100

FY 2014/15 EXPENDITURES

(\$102,712.58) dept#0431

ENDING BALANCE 9/30/2015

\$15,145.37 (\*)

⇒ These funds  
were not anticipated,  
& not budgeted in the  
2016 FY. Therefore,  
Amend 2016  
Budget by  
this amt.

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

Harper  
10-27-15

88

Prepared By: Tammy Taylor, County Finance Director (10/27/15)

Amend 2016 Budget

9F -  
001-3899010 Cash CF \* 15,145 (Revenue)  
0431-56600 Books \* 15,145 (Expenditures)

(Net overall Budget  
Increase)

## 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, 2016, to be in excess of the advertised budget.

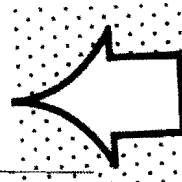
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$5,988	001-3899010	Cash Brought Forward
\$5,988	0493-56200	FCH Renovation Project 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 2nd day of November, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

(This is the 2015 FYE balance of funds previously designated for the Forest Capital Hall Renovation Project. Said balance of funds was not included in the 2016 FY Budget, as the project was anticipated to be complete.)

SUNGARD PENTAMATION, INC.  
DATE: 10/23/2015  
TIME: 11:03:10

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTALL

SELECTION CRITERIA: expledgr.key\_orgn='0493'  
ACCOUNTING PERIOD: 13/15

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

FUND-001 GENERAL FUND  
FUNCTION-570 CULTURE/RECREATION  
ACTIVITY-572 PARKS & RECREATION  
TOTL/DEPT-0493 FCH RENNOVATION PROJECT

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP
53401	CONTRACTUAL SERVICES	143,245.00	7,286.22	.00	137,257.57
	<u>TOTAL FCH RENNOVATION PROJECT</u>	143,245.00	7,286.22	.00	137,257.57
	<u>TOTAL GENERAL FUND</u>	143,245.00	7,286.22	.00	137,257.57

*EYE  
9-3015*

AVAILABLE BALANCE	YTD/ BUD
5,987.43	95.82
<u>5,987.43</u>	<u>95.82</u>
5,987.43	95.82

*general fund*

*Go Amend 2016 Budget*

SUNGARD PENTAMATION, INC.  
DATE: 10/23/2015  
TIME: 11:02:38

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key\_orgn='1361'  
ACCOUNTING PERIOD: 13/15

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

FUND-629 3RD TOURISM TAX/INFRASTR  
FUNCTION-570 CULTURE/RECREATION  
ACTIVITY-579 OTHER CULTURE/RECREATION  
TOTL/DEPT-1361 FCH/CULT.FAC.GRANT MATCH

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP
56200	CAPITAL OUTLAY-BUILDINGS	215,500.00	7,236.21	.00	137,207.57
	<u>TOTAL FCH/CULT.FAC.GRANT MATC</u>	215,500.00	7,236.21	.00	137,207.57
	<u>TOTAL 3RD TOURISM TAX/INFRAS</u>	215,500.00	7,236.21	.00	137,207.57

AVAILABLE BALANCE	YTD/ BUD
78,292.43	63.67
<u>78,292.43</u>	<u>63.67</u>
78,292.43	63.67

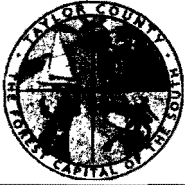
*Tourism fund*

TOTAL REPORT 215,500.00 7,236.21 .00 137,207.57 78,292.43 63.67

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON DEBRIS MONITORING AGREEMENT AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

**Meeting Date:**

November 2, 2015

**Statement of Issue:** THE BOARD TO CONSIDER RATIFICATION OF COUNTY ADMINISTRATOR'S SIGNATURE ON DEBRIS MONITORING AGREEMENT CONTRACT EXTENSION FOR A ONE YEAR PERIOD.

**Recommendation:** APPROVE

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

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

**Contact:** 850-838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE FUNCTION OF THE COUNTY DEBRIS AGREEMENT IS TO MONITOR DEBRIS GENERATED FROM PUBLIC RIGHT OF WAY, DRAINAGE AREAS, WATERWAYS, AND OTHER AREAS DESIGNATED AS ELIGIBLE BY THE COUNTY.

**Options:** 1. APPROVE

2. NOT APPROVE

**Attachments:** 1. DEBRIS MONITORING CONTRACT

2. AMENDMENT FOR EM DEBRIS AGREEMENT

## AMENDMENT FOR EMERGENCY MANAGEMENT AGREEMENT

This Amendment for the Emergency Management Agreement ("Amendment") is effective October 14, 2015 by and between, **Taylor County, Florida** (hereinafter referred to as "Client") and **Witt O'Brien's LLC** (hereinafter referred to as "Consultant").

**WHEREAS**, the parties entered into an Emergency Management Agreement (hereinafter referred to as "Agreement"); and

**WHEREAS**, the parties desire to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the parties agree to amend the Agreement as follows:

1. Recitals. The parties agree that the above-referenced recitals are true and correct, and incorporated herein.
2. Term. The period of performance under the Agreement shall be amended to extend for one additional year from October 2, 2015 to October 2, 2016, and by this mutual written agreement is to be renewed at the same terms and conditions.
3. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to the Agreement to be duly executed and effective as indicated below.

Taylor County, Florida	Witt O'Brien's, LLC
Dustin Hinkel, Administrator Taylor County, Florida 201 East Green Street Perry, Florida 32347 (850)838-3500 Fax: (850)838-3523	Elizabeth Apple, Controller Witt O'Brien's, LLC 1501 M Street, NW, Suite 500 Washington, DC 20005 contractrequests@wittobriens.com (202)585-0780

## DISASTER DEBRIS MONITORING & GRANT CONSULTING SERVICES CONTRACT

This Disaster Debris Monitoring and Grant Consulting Contract (the "Contract") is entered into by and between **Taylor County, Florida** (the "Client") and **O'Brien's Response Management Inc.** ("O'Brien's" or "Contractor"), each of which may be referred to individually as "Party" or collectively as the "Parties."

The Parties agree to the following:

1. **Services.** During the Term (as defined herein), and as requested by Client, the Contractor shall provide those services listed on Attachment A, which is attached and incorporated herein (the "Services"). The Services shall be invoiced on an hourly basis, in accordance with the rates in Attachment B, which is attached and incorporated herein.
2. **Term.** The term of this Contract shall commence on the effective date as specified on the signature page ("Effective Date"), and shall be in effect for a period of three (3) years, unless otherwise terminated earlier as provided herein ("Term"). At the end of the Term, the Client may renew the Contract for up to two (2) renewal terms of (1) year each.
3. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, nor shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.
4. **Insurance.** During the Term, Contractor agrees to obtain or maintain at least \$1,000,000 worth of liability insurance coverage to insure the responsibilities assumed herein, and shall upon request by Client, provide Certificates of Insurance evidencing such coverage. Contractor agrees to list Client on all insurance policies as "additionally insured".
5. **Notice.** All notices from the Contractor to the Client, or from Client to the Contractor must be in writing, and, shall be deemed duly served if mailed by U.S. mail, e-mailed, or faxed to the other Party at the following:

**Client**

Taylor County Board of County Commissioners  
Dustin Hinkel  
201 E Green St  
  
Perry, Florida  
32347  
Tel: 850.838.3500x7  
Fax: 850.838.3501  
admin.assist@taylorcountygov.com

**Contractor**

O'Brien's Response Management Inc.  
Keith Forster, CFO  
2929 East Imperial Highway  
Suite 290  
Brea, California  
92821  
714.577.2100  
714.577.2118  
keith.forster@obriensrm.com

The Parties may change the above addresses or fax numbers at any time upon giving the other Party written notice.

7. **Compensation.** The Contractor shall provide an invoice ("Invoice") to Client on a monthly basis that shall include the Services rendered, and the expenses incurred for Contractor's personnel who are rendering Services. The compensation for Services shall be in accordance with the rates in Attachment B. The Client shall pay Contractor no later than 30 days from the receipt of the Invoice. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The Client may request, and the Contractor shall provide to the Client, any information that is reasonable and necessary to verify any Services rendered under the Contract.

8. **Termination.**

8.1 **For Cause.** The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period of time. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause.** Either Party may terminate this Contract without cause by providing the other Party with thirty (30) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. **Indemnification/Liability.**

9.1 Contractor shall indemnify, defend, and hold harmless the Client, from losses or damages arising out of personal injury or property damage claims resulting from Contractor's negligence, or acts or omissions, in performing the Services. Contractor shall not indemnify for that portion of any losses or damages caused by the gross negligence or willful misconduct of Client.

9.2 In no event shall either Party shall be liable to the other for any special, indirect, exemplary, punitive, or consequential damages, including lost data or records, even if a Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

10. **Force Majeure.** The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had



reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. **Contingency.** Pursuant to the terms and conditions of this Contract, Contractor shall provide Services to the County in accordance with federal, state, and local laws, rules, and regulations, FEMA Policy and Guidance, and FHWA requirements including those requirements in Attachment D, which is incorporated herein. The payment for Services shall not be contingent upon any funding amount approved, or provided by, FEMA or FHWA to the County.

12. **General Provisions.**

12.1 **Agreement.** This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.

12.2 **Assignment** Neither Party of this Contract without the express written consent of the other.

12.3 **Governing Law/Venue.** This Contract shall be governed by, and construed in accordance with Florida law. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Taylor County, Florida.

12.4 **Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.

12.5 **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties.

12.6 **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.7 **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.8 **Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

TAYLOR COUNTY, FLORIDA

O'BRIEN'S RESPONSE MANAGEMENT INC.

By: Patricia Patterson

By: P.S. BLANKHAM

Title: Chair, Taylor County Board  
Of County Commissioners

Title: EXECUTIVE VICE PRESIDENT

Signature: [Signature]

Signature: [Signature]

Effective Date: 10/2/12

## **ATTACHMENT A** **SERVICES**

### **A. DISASTER DEBRIS MONITORING SERVICES**

The Contractor will provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the County.

Specific services include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. Support with the selection and permitting of TDSRS locations and other permitting/regulatory issues as requested.
- c. Scheduling work for team members and contractors on a daily basis.
- d. Include as necessary county representatives or employees as team members to accompany contractor monitors in the field.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the County with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. As part of contractor vehicle certification monitor will verify truck capacities and recertify on a regular basis.
- j. Verifying contractor completed work, including type of debris collected, amount of debris collected and the original collection location.
- k. Complete and physically control load tickets in both monitoring towers and in the field.
- l. Ensure that trucks are accurately credited for their load and ensure that they are not artificially loaded to maximize reimbursement.
- m. Ensure that hazardous waste is not mixed in with loads.
- n. Inspect all trucks to ensure that all debris is removed from trucks at the DMS.
- o. Ensured that daily loads meet permit requirements.

- p. The monitor will validate hazardous trees, including hangers, leaners, and stumps and provide appropriate documentation forms.
- q. Entering load tickets into a database application.
- r. Digitization of source documentation (such as load tickets).
- s. Developing daily operational reports to keep the County informed of work progress.
- t. Report if the contractor personnel safety standards are not followed.
- u. Report if general public safety standards are not followed.
- v. Report if improper equipment is mobilized and used.
- w. Development of maps, GIS applications, etc. as necessary.
- x. Monitor site development and restoration of DMS.
- y. Report if debris removal work does not comply with all local ordinances as well as State and Federal regulations.
- z. Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.
- aa. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- bb. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- cc. Reports to include debris collected from curbside and/or collection centers, debris accepted at the DMS and/or final disposition, debris recycled/reduced at the DMS and taken to final disposition, and operation or safety issues.
- dd. Final report and appeal preparation and assistance.

## **B. GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES**

As directed by the County, the consultant shall provide:

- a. Preliminary Damage Assessment (PDA)
- b. Direct Administrative Cost Assistance
- c. Small PW Development
- d. Large PW Preparation

- e. Alternate and Improved Project Funding Consultation
- f. Hazard Mitigation Funding Support
- g. Special Consideration Assistance
- h. Construction Inspection
- i. Grant Administration/Financial Reconciliation Services
- j. Interim Project Inspections
- k. Final Project Inspections
- l. Data Collection and Dissemination
- m. Financial Compliance Review
- n. Insurance evaluation, documentation adjusting and settlement services;
- o. Project Scope Development
- p. Project Cost Estimation and Documentation
- q. Project Payment Requests
- r. Management – Project Cost Reconciliations
- s. Evaluating/Estimating Cost Overruns
- t. Preparing PW Versions for Cost Adjustments
- u. Grant Closeout Services
- v. Audit Assistance/Defense
- w. Appeals Development

### **C. EMERGENCY MANAGEMENT PLANNING AND TRAINING**

As directed by the County, the Consultant shall provide:

- a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review, and revisions.
- b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.

- d. Procurement assistance for debris removal contractors and other services as requested.**
- e. Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.**
- f. Technical support and assistance in developing public information.**
- g. Other training and assistance as requested by the County.**
- h. Other reports and data as required by the County.**
- i. Other emergency management and consulting services identified and required by the County.**

## **ATTACHMENT B**

### **POSITIONS AND RATES**

O'Brien's Response Management will provide all or some of personnel listed in the tables below on an as needed or requested basis, at the direction of Taylor County, and at these rates. O'Brien's can also provide hazardous materials specialists, environmental engineers, building inspectors, building demolition supervisors, insurance specialists, water-borne debris removal specialists, debris site security guards and other disaster recovery specialists upon request.

#### **Disaster Debris Monitoring**

Positions	Hourly Rate
Project Manager	\$ 72.00
Operations Managers	\$ 56.00
GIS Analyst	\$ 53.00
Environmental Specialist	\$ 63.00
Field Supervisors	\$ 48.00
Data Manager	\$ 53.00
Debris Site / Tower Monitors	\$ 34.00
Crew Monitors	\$ 34.00
Load Ticket Data Entry Clerks (QA/QC)	\$ 28.00
Project Coordinators	\$ 39.00

#### **Grant Application, Administration and Management**

Positions	Hourly Rate
Legislative Affairs Consultant	\$ 115.00
Project Manager	\$ 110.00
Senior Grant Management Consultant	\$ 98.00
Project Engineer	\$ 89.00
Grants Management Consultant	\$ 89.00
Environmental Scientist	\$ 79.00
Grant Management Specialist	\$ 89.00
Grant Management Analyst	\$ 79.00
Field Site Inspector	\$ 79.00
Office / Clerical	\$ 30.00
Hazard Mitigation Specialist	\$ 89.00

### **Emergency Management Planning and Training**

Positions	Hourly Rate
Project Manager	\$ 115.00
Senior Consultant	\$ 110.00
Emergency Management Consultant	\$ 89.00
Emergency Management Trainer	\$ 89.00
Emergency Management Specialist	\$ 89.00
Emergency Management Analyst	\$ 89.00
Office / Clerical	\$ 30.00

#### **Notes on Rates**

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- Travel-related expenses (such as lodging, rental car, M&I per-diems and other costs) will be direct billed to County at actual costs, without markup. Supporting documentation sufficient to support FEMA reimbursement claims will be provided with regular invoices.
- Rates include equipment (cell phones, computers, printers, cameras and GPS units), supplies, labor, overhead, profits, freight, taxes, and required insurance.
- For use of ADMS system utilizing Hand Held Units rather than paper load tickets, additional fees of 15% may apply to hourly rates for Supervisor and Monitor positions (but Load Ticket Data Entry costs will be reduced or eliminated).
- Soil Sampling and Aerial Photography (if required) will be contracted out at local rates and direct billed to the County with no mark-up.
- Training sessions and Emergency/ Disaster Management Plans may also be negotiated at lump sum prices.
- Direct Administrative costs related to eligible FEMA grants management consulting work will be tracked and documented by project to ensure maximum reimbursement by FEMA and other funding agencies.

#### ***Pre-Event Services at No Cost***

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O'Brien's Response Management Inc. provides a set of no-cost pre-event services designed to orientate ourselves with the client's current level of readiness for a debris generating event and to enhance our combined capabilities through coordination and planning. O'Brien's will (after contract award, negotiations and execution) provide, at no cost to the County, the following services:

- Review current Debris Management and Emergency Management Plans,
- Annual coordination and planning "table top" exercise with debris removal contractors,



- Review current debris-related public information content,
- Review of potential problem areas – golf courses, marinas, parks, mobile home parks, etc.
- Review local ordinances and codes for emergency or disaster debris removal,
- Review and analysis of debris removal contracts and RFP's,
- Assist in review of debris removal and other emergency services proposals,
- Temporary debris management site review and selection consultation,
- Assist with pre-event environmental authorizations for debris management sites,
- Regular updates on current FEMA policy and industry trends,
- Project Manager and other debris and federal disaster program specialists available for phone consultations.

## **ATTACHMENT C**

### **REQUIRED FEDERAL PROVISIONS FOR EMERGENCY RELIEF PROGRAM DEBRIS MONITORING AGREEMENT**

**1.0 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department of Transportation determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Agency shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exist, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in project costs in part or in total.

#### **2.0 Records:**

**2.1 Establishment of Maintenance of Accounting Records:** Records of costs incurred under the terms of this agreement shall be maintained and made available upon request to the Agency at all time during the period of this agreement and for five years after the Department of Transportation has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

**2.2 Documentation of Project Costs:** All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

**2.3 Inspection:** The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The Agency reserves the right to unilaterally cancel this agreement for refusal by the Contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

**3.0 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Agency that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Contractor agrees to ensure that DBEs have the opportunity to participate in the performance of this agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance

with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this agreement. Furthermore, the Contractor agrees that each contract signed with a recipient subcontractor must include the following assurance: Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract such other remedy as the Agency deems appropriate.

#### **4.0 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**4.1 Equal Employment Opportunity:** In connection with the carrying out of the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**4.2 Title VI - Civil Rights Act of 1964:** The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**4.3 Americans with Disabilities Act of 1990 (ADA):** The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.

**4.4 Restrictions on Lobbying:** The Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any 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.

If any funds other than federally-appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The Contractor shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE LEASE AMENDMENT NO P00010 WITH THE GENERAL SERVICES ADMINISTRATION (VA CLINIC), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

NOVEMBER 2, 2015

**Statement of Issue:** INDICATES THE FINAL BASE YEAR RENTAL AMOUNT OF \$12,854.28 OR \$1,175.04 PER MONTH.

**Recommended Action:** RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** COUNTY ADMINISTRATOR 850-838-3500 X 7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT NO. P00010

TO LEASE NO. VA248-13-L-0077

PDN Number:

LEASE AMENDMENT

ADDRESS OF PREMISES PERRY VA CLINIC  
1224 NORTH PEACOCK AVENUE

PERRY, FLORIDA 32347

THIS AMENDMENT is made and entered into between  
TAYLOR, COUNTY OF

201 E GREEN ST  
PERRY FL 323472737

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, covenant and agree that the said Lease is amended, effective 10-01-2015 as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to provide lease payments for the base year of this  
Lease Agreement (VA248-13-L-0077).

The Base Year lease term is October 1, 2015 through September 30, 2016

The Base Year rental amount will be \$12,854.28, which includes an increase of \$1,175.04 to reimburse the County  
for providing garbage pickup services as noted on the revised SF-2 attached to SLA #P00009.

The Monthly rental amount will be \$1,071.19.

Funds for this action are covered under Obligation Number 573-C-62148 and Mod #0001.

This Lease Amendment contains \_\_\_\_\_ pages.  
All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Signature]  
Name: Dustin Hinkel  
Title: County Administrator  
Entity Name: Taylor County  
Date: 10/23/15

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: RACHEL GRINER BATEMAN  
Title: Lease Contracting Officer  
Department of Veterans Affairs  
Date: 10-01-2015

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]  
Name: Margaret E Dunn  
Title: Asst Co Administrator  
Date: 10-23-15

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** DMH Financials Presented by Doug Faircloth, CFO



**MEETING DATE REQUESTED:** November 2, 2015

**Statement of Issue:** DMH Financials

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Tasha Towles on behalf of Mary Lescher, Interim CEO

**Contact:** Tasha Towles/Mary Lescher 584-0885

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments: Financials**



*A partnership with Tallahassee Memorial HealthCare*

## **Financial Highlights**

### **for the four months ending September 30, 2015**

- Consolidated Income Statement
- EMS Operating Statement
- Patient Activity Graphs
- Financial Trend Graphs

# DMH Consolidated Income Statement

Page 1 of 2

(\$ In Thousands)

	For the four months ended Sept. 30,		Increase
	<u>2015</u>	<u>2014</u>	<u>(Decrease)</u>
<b>REVENUES:</b>			
Inpatient	\$ 3,377	\$ 3,927	\$ (550)
Outpatient	13,969	14,151	(182)
Swingbed	90	146	(56)
Home Health	560	500	60
Clinics	2,374	2,290	84
EMS	<u>1,142</u>	<u>1,143</u>	<u>(1)</u>
<b>TOTAL PATIENT REVENUE</b>	<u><b>21,512</b></u>	<u><b>22,157</b></u>	<u><b>(645)</b></u>
<b>REVENUE DEDUCTIONS:</b>			
Contractual Adjustments	11,162	11,865	(703)
Charity	768	510	258
Bad Debt	<u>1,995</u>	<u>2,012</u>	<u>(17)</u>
<b>TOTAL REVENUE DEDUCTIONS</b>	<u><b>13,925</b></u>	<u><b>14,387</b></u>	<u><b>(462)</b></u>
<b>NET PATIENT REVENUE</b>	<b>7,587</b>	<b>7,770</b>	<b>(183)</b>
<b>OTHER REVENUE</b>	<u><b>111</b></u>	<u><b>98</b></u>	<u><b>13</b></u>
<b>TOTAL REVENUE</b>	<u><b>\$ 7,698</b></u>	<u><b>\$ 7,868</b></u>	<u><b>\$ (170)</b></u>



# DMH Consolidated Income Statement

Page 2 of 2

(\$ In Thousands)

	For the four months ended Sept. 30,		Increase (Decrease)
	2015	2014	
<b>OPERATING EXPENSES:</b>			
Salaries and Benefits	\$ 4,633	\$ 4,889	\$ (256)
Contract Labor and Physician Fees	619	652	(33)
Supplies	984	1,258	(274)
Maintenance and Other Services	769	836	(67)
Utilities and Telephone	282	267	15
Insurance	235	238	(3)
Equipment & Building Lease	640	648	(8)
Other Expense	87	94	(7)
<b>TOTAL EXPENSES</b>	<b>8,249</b>	<b>8,882</b>	<b>(633)</b>
<b>OPERATING LOSS</b>	<b>(551)</b>	<b>(1,014)</b>	<b>463</b>
<b>NON-OPERATING EXPENSES:</b>			
Indigent Care Tax, Deprec. & Interest	310	297	13
<b>NON-OPERATING REVENUES:</b>			
Rural Assistance-DSH/LIP	295	273	22
County Support - EMS	150	150	0
County Support - Bldg & Equip	496	520	(24)
Contributions	3	24	(21)
EHR Meaningful Use Funds	28	24	4
<b>TOTAL NON-OPERATING REVENUES</b>	<b>972</b>	<b>991</b>	<b>(19)</b>
<b>EXCESS REVENUES (EXPENSES)</b>	<b>\$ 111</b>	<b>\$ (320)</b>	<b>\$ 431</b>

# EMS Year to Date Income Statement

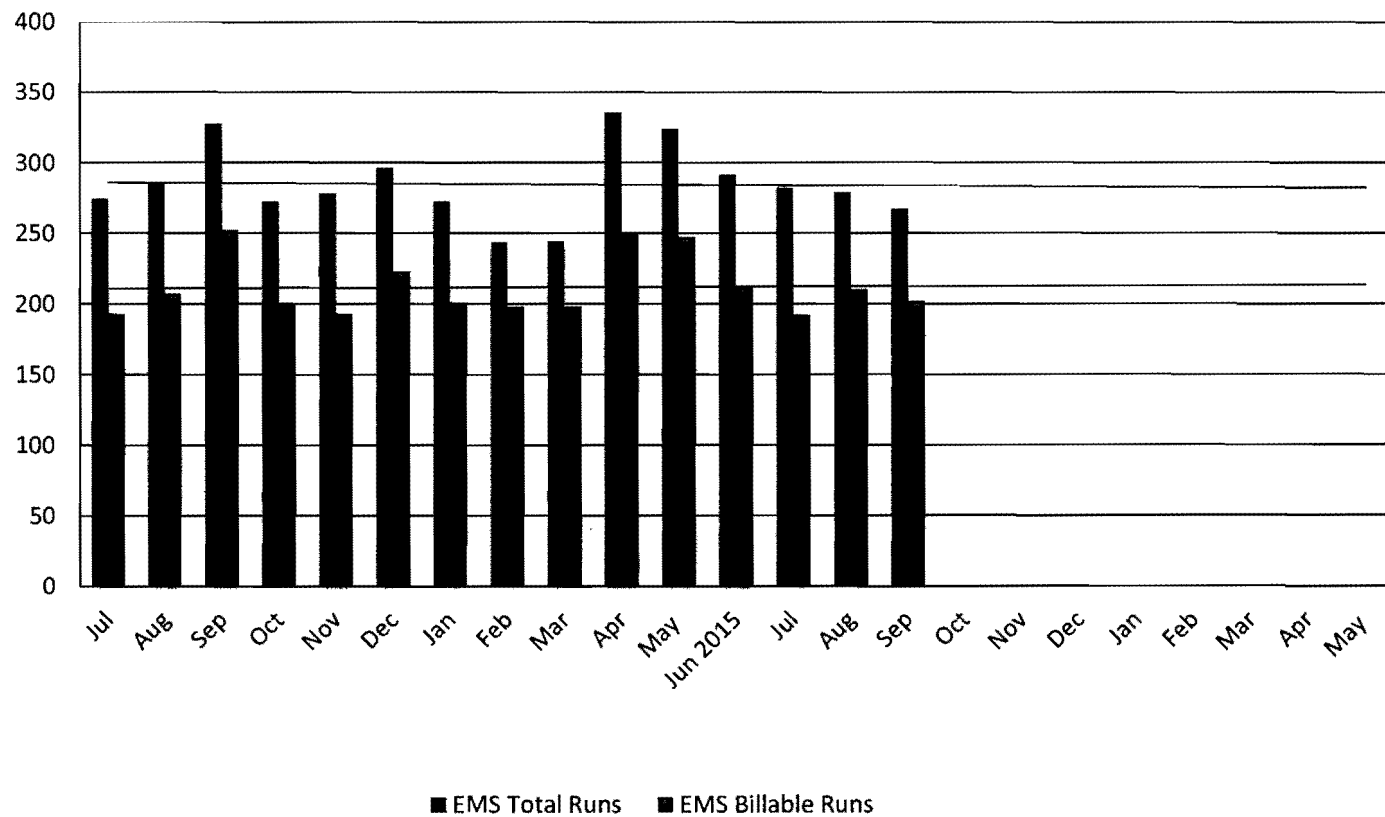
(\$ In Thousands)

For the four months ended September 30,

	<u>2015</u>	<u>2014</u>	<u>Increase (decrease)</u>
Revenue	\$ 1,141	\$ 1,143	\$ (2)
Revenue Deductions:			
Contractual Adjustments	632	674	(42)
Bad Debts	<u>106</u>	<u>98</u>	<u>8</u>
Total Revenue Deductions	<u>738</u>	<u>772</u>	<u>(34)</u>
Net Revenue	403	371	32
County Support	<u>150</u>	<u>150</u>	<u>-</u>
Total Revenue	<u>553</u>	<u>521</u>	<u>32</u>
Operating Expenses:			
Salaries & Benefits	365	326	39
Insurance	13	15	(2)
Supplies & Drugs	18	21	(3)
Vehicle Supplies	14	18	(4)
Utilities	7	7	-
Maintenance & Other Services	13	19	(6)
DMH Admin & Support Services	<u>116</u>	<u>110</u>	<u>6</u>
Total Expenses	<u>546</u>	<u>516</u>	<u>30</u>
Excess Revenues (Expenses)	<u>7</u>	<u>5</u>	<u>2</u>

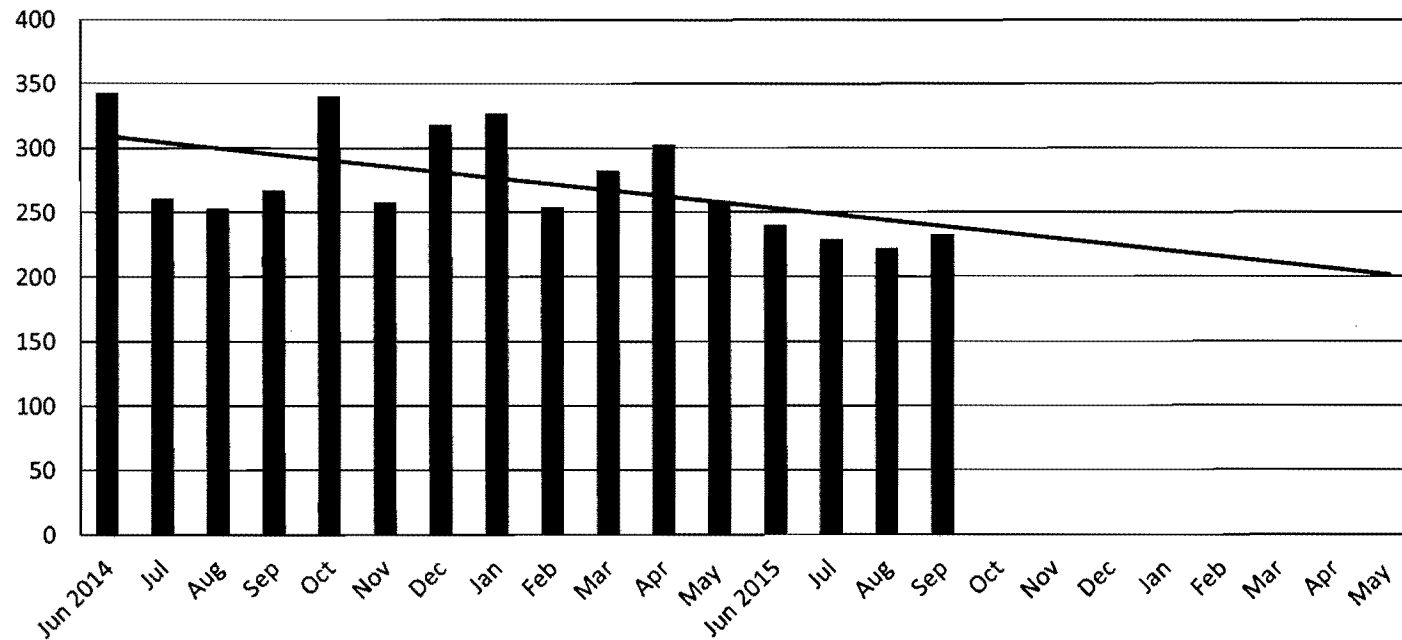
# DMH Trending Graphs

## EMS Ambulance Runs



# DMH Trending Graphs

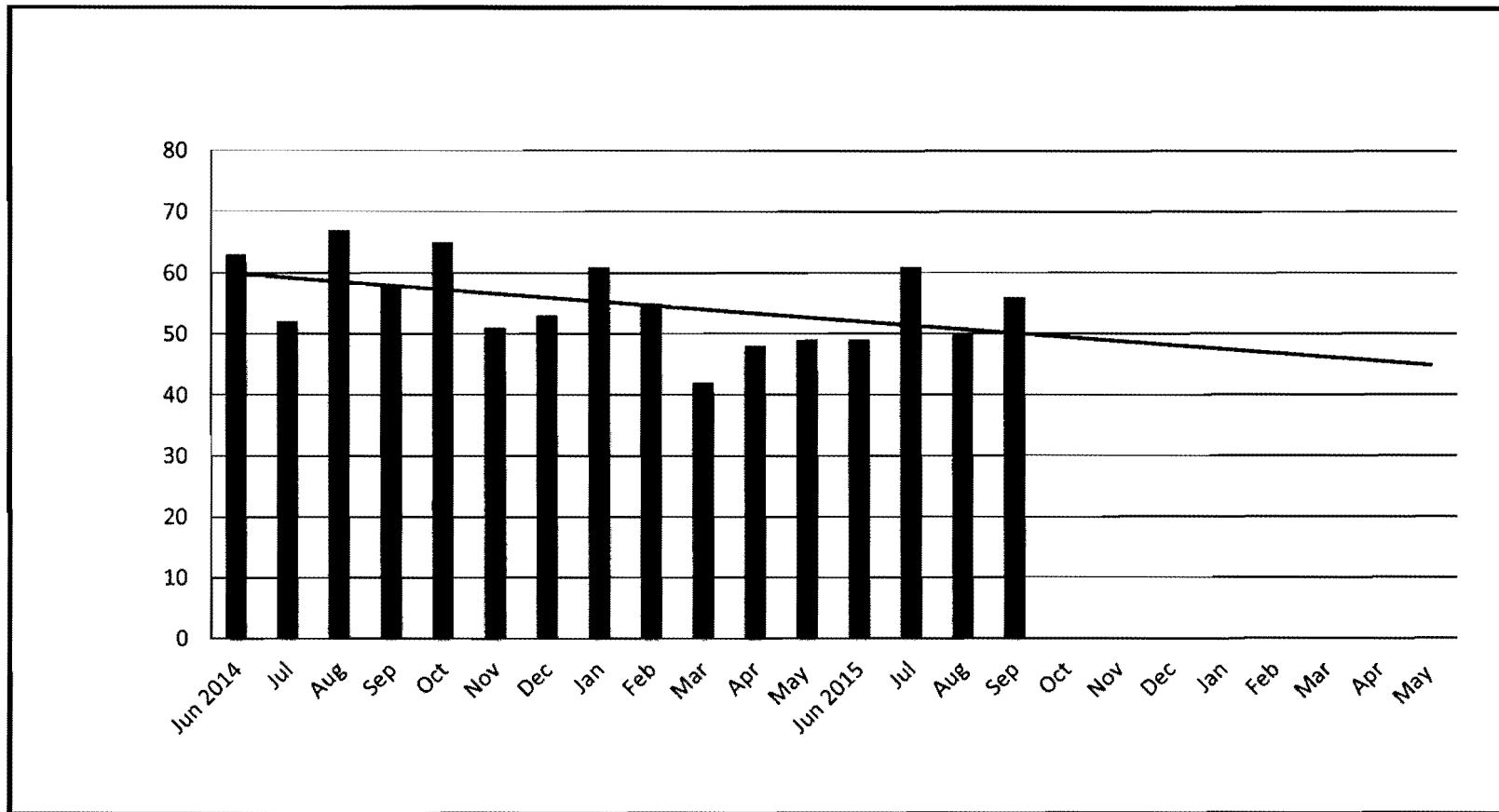
## Acute Patient Days



Year-to-date Acute Average Length of Stay is 2.9 days

# DMH Trending Graphs

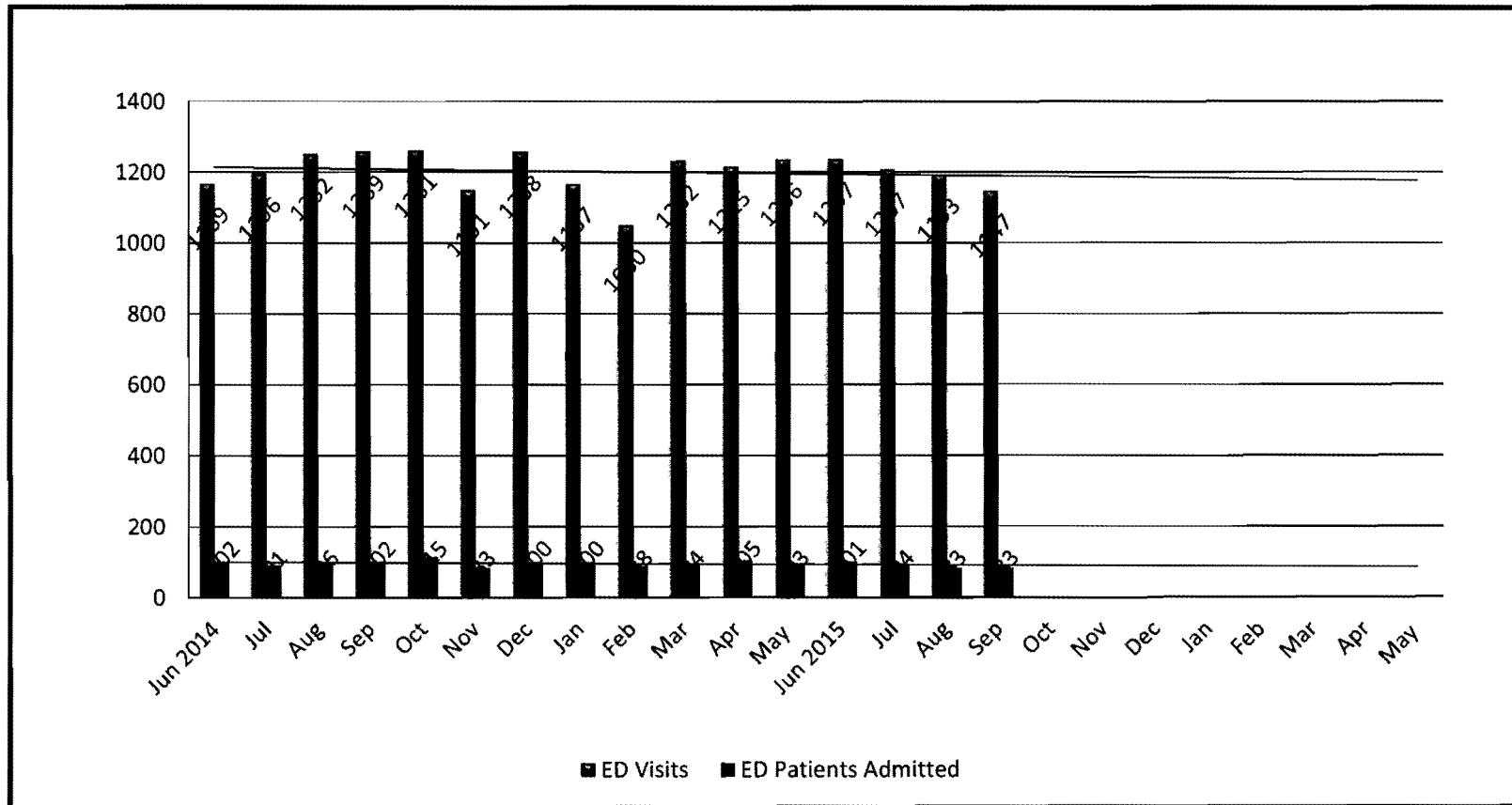
## Observation Patient Days



Year-to-date Observation Average Length of Stay is 1.06 days.

# DMH Trending Graphs

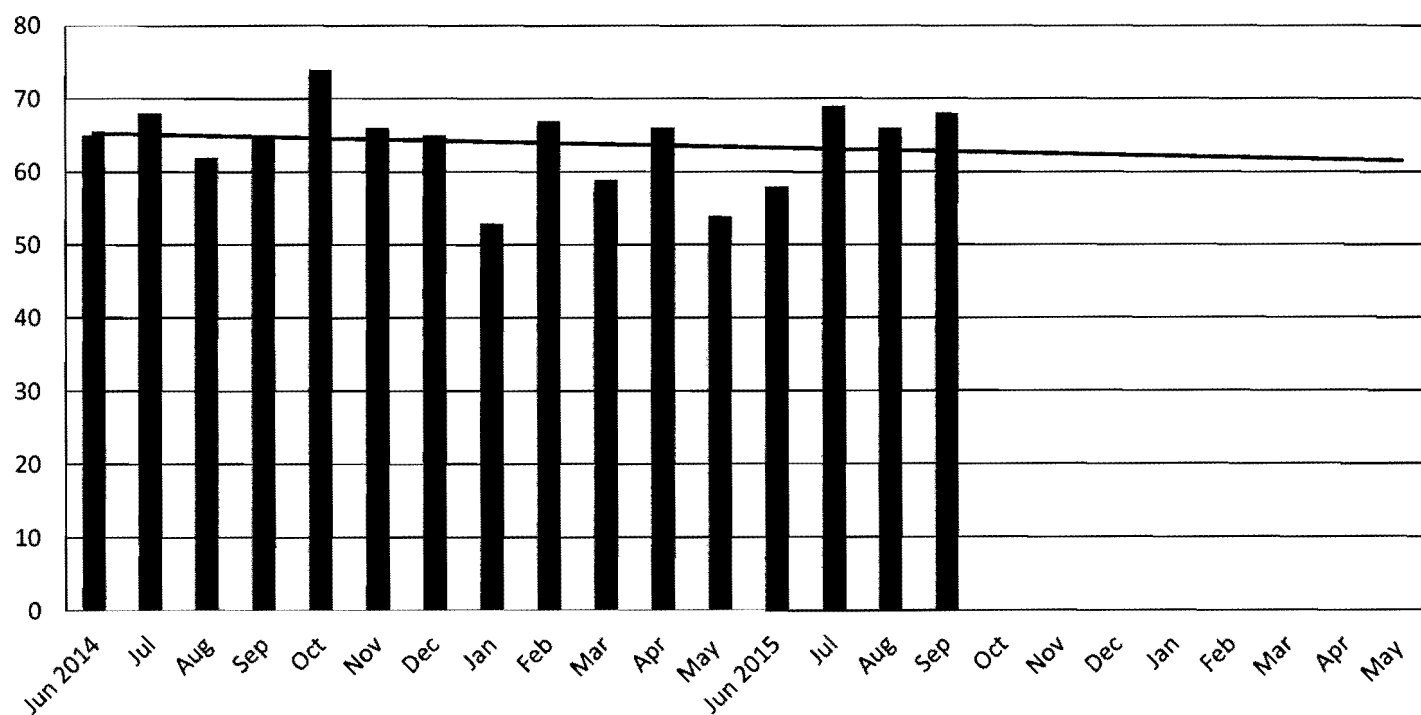
## Emergency Dept. Visits and Admissions



Admissions from Emergency Department are 7.5% of Emergency Visits year-to-date.

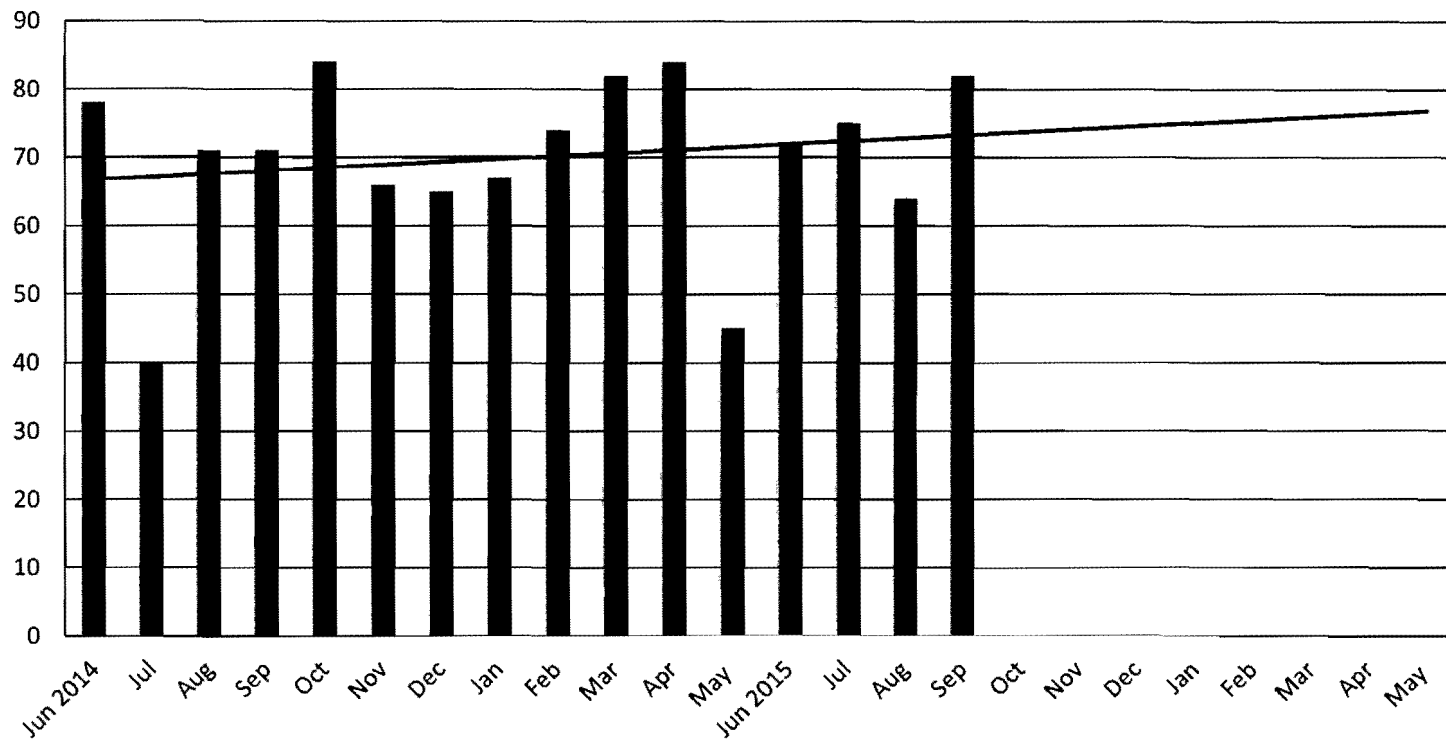
# DMH Trending Graphs

## Surgical Procedures



# DMH Trending Graphs

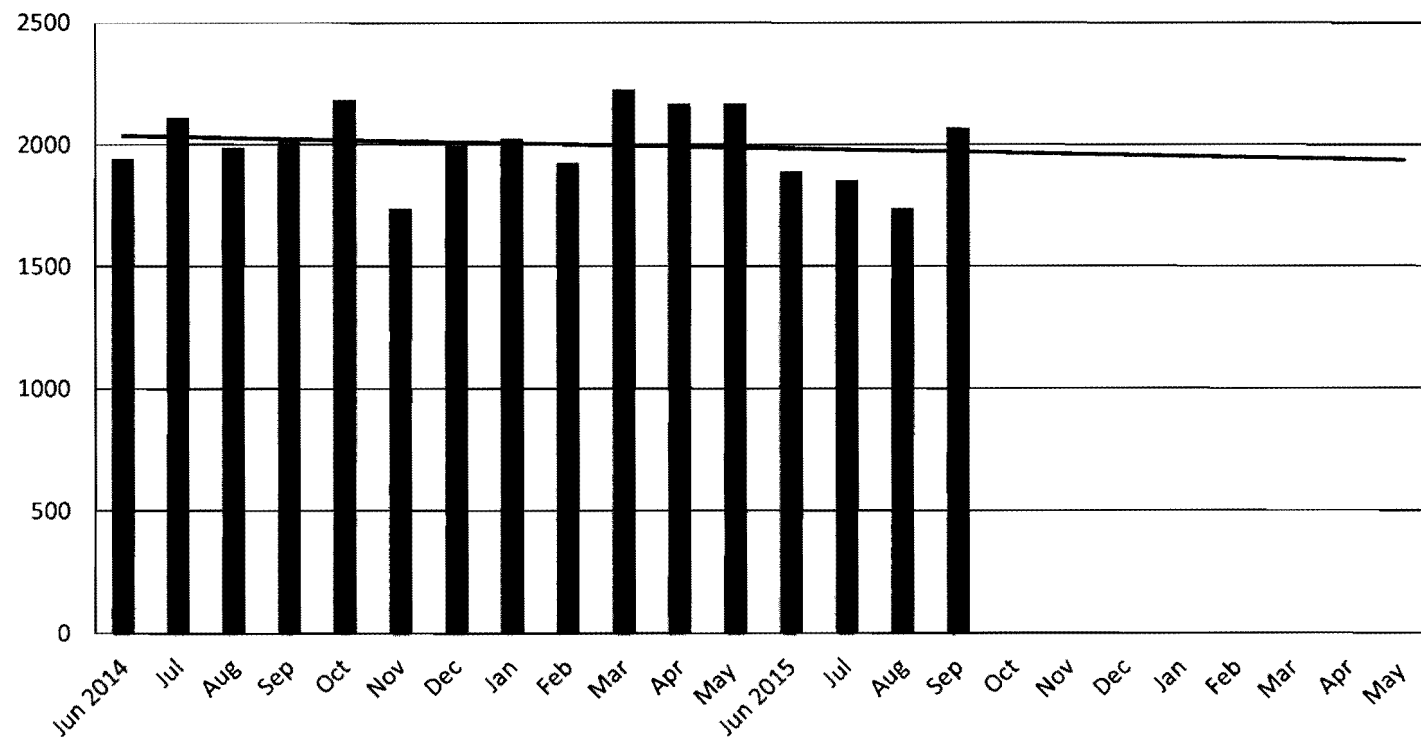
## Endoscopic Procedures





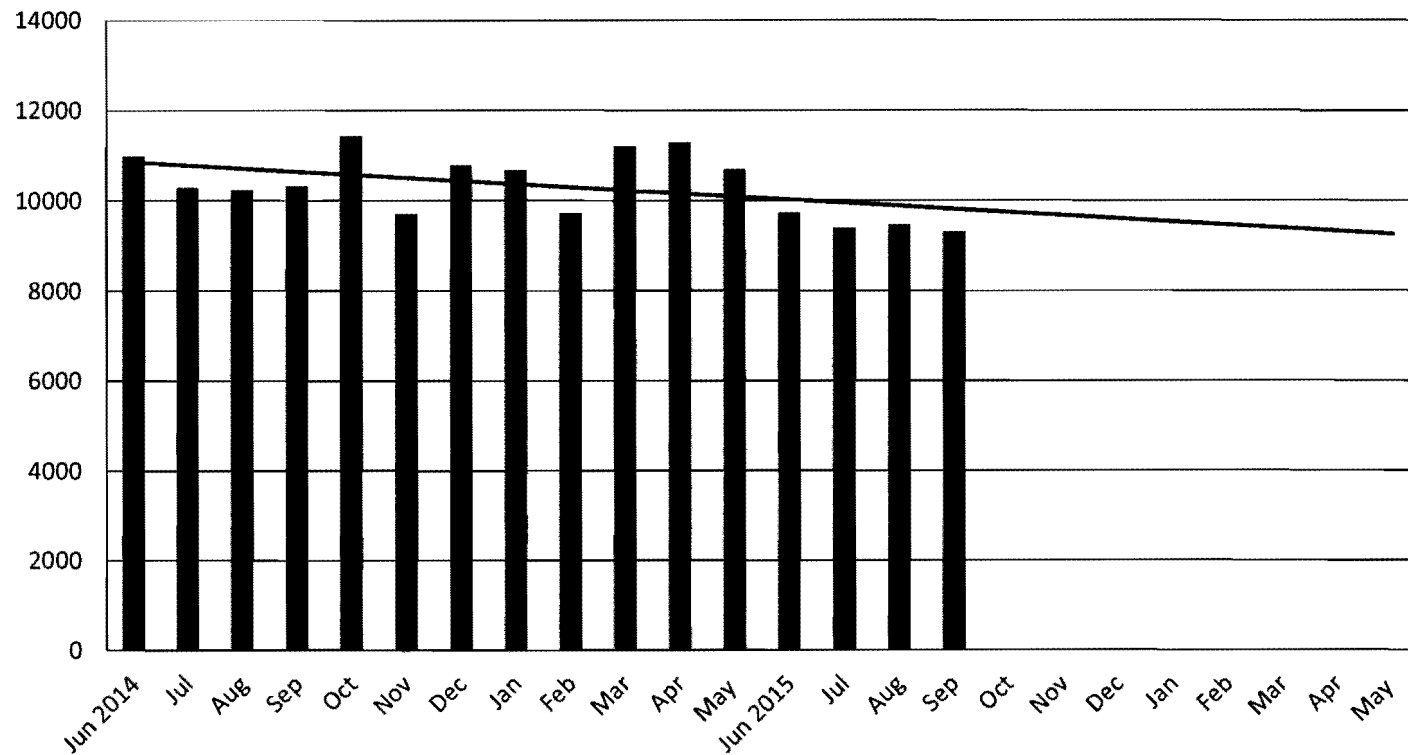
# DMH Trending Graphs

## Radiology Procedures



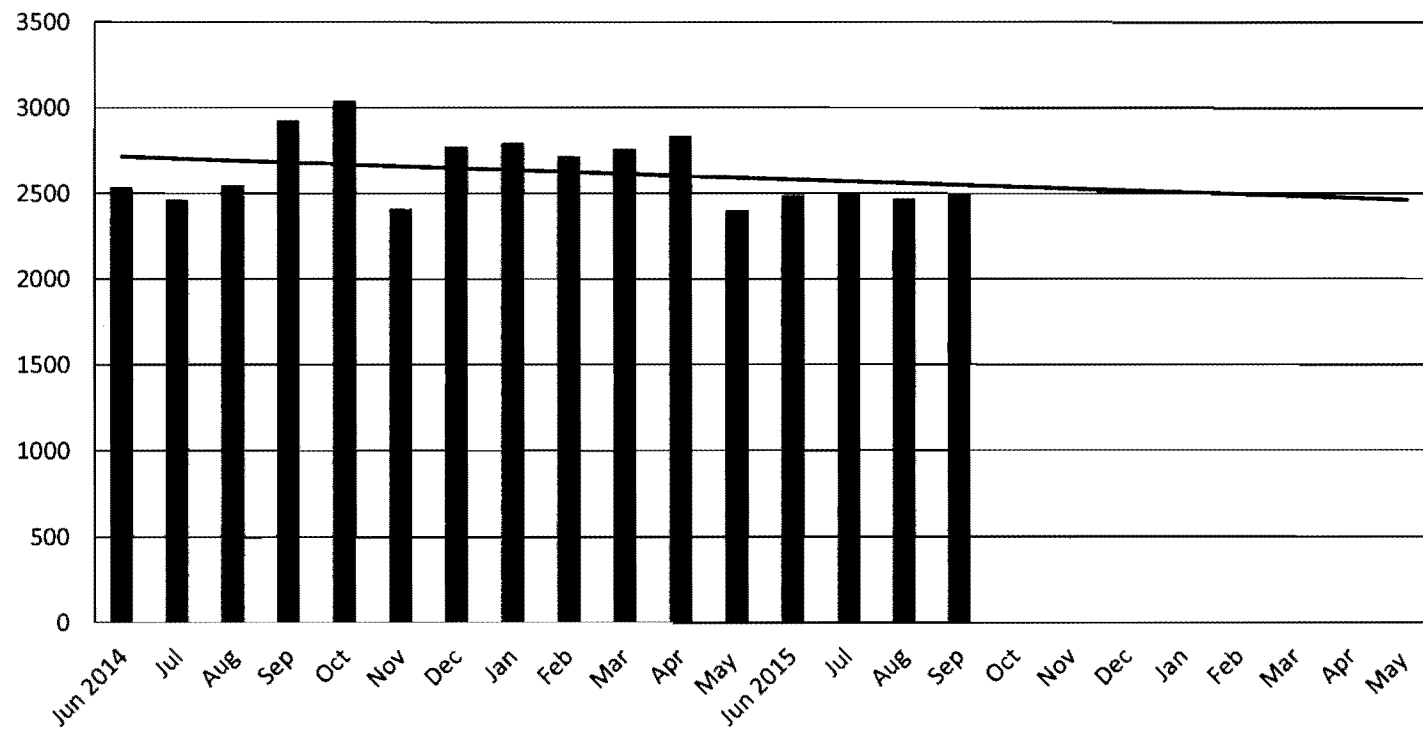
# DMH Trending Graphs

## Laboratory Procedures



# DMH Trending Graphs

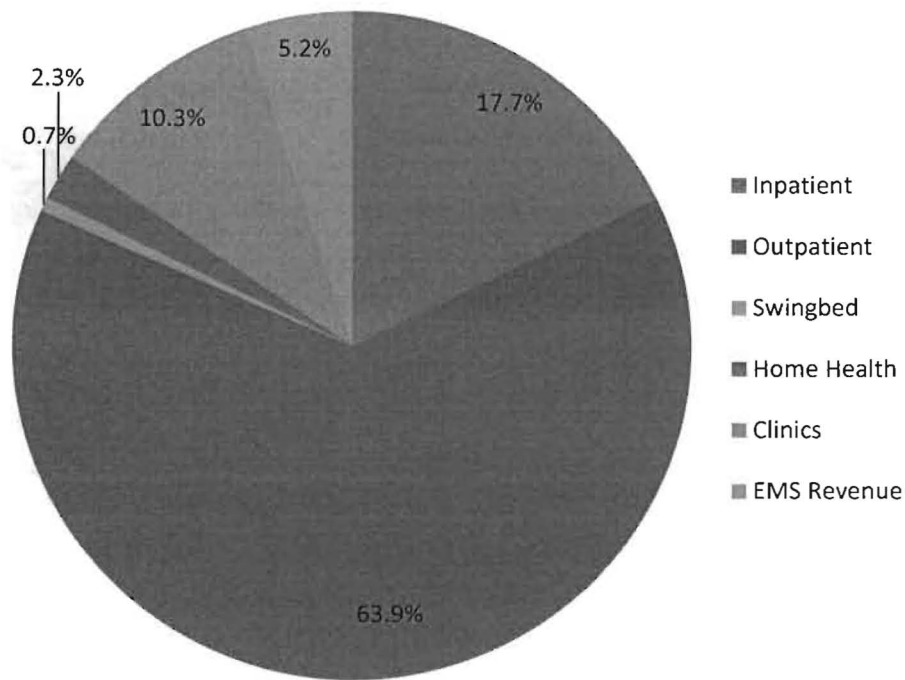
## Clinic Office Visits



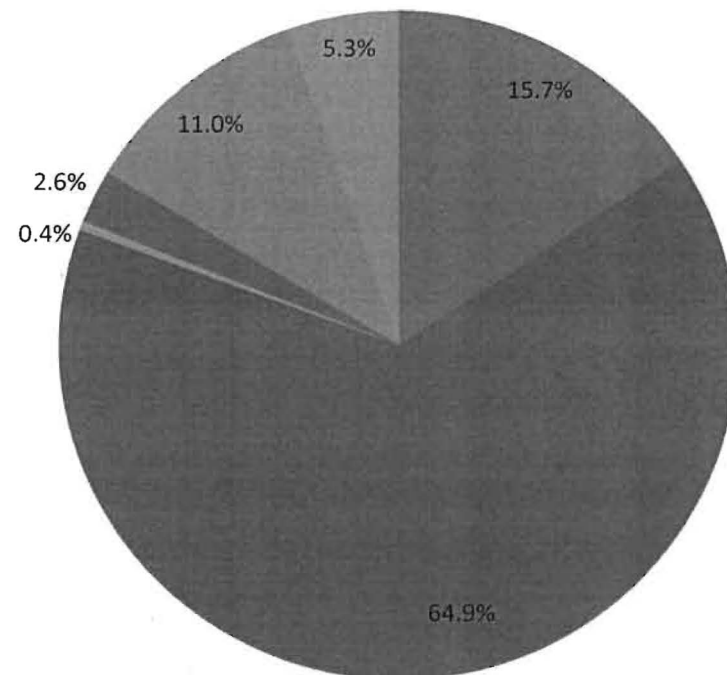
# DMH Trending Graphs

## Gross Revenue

June 1, 2014 – Sept 30, 2014

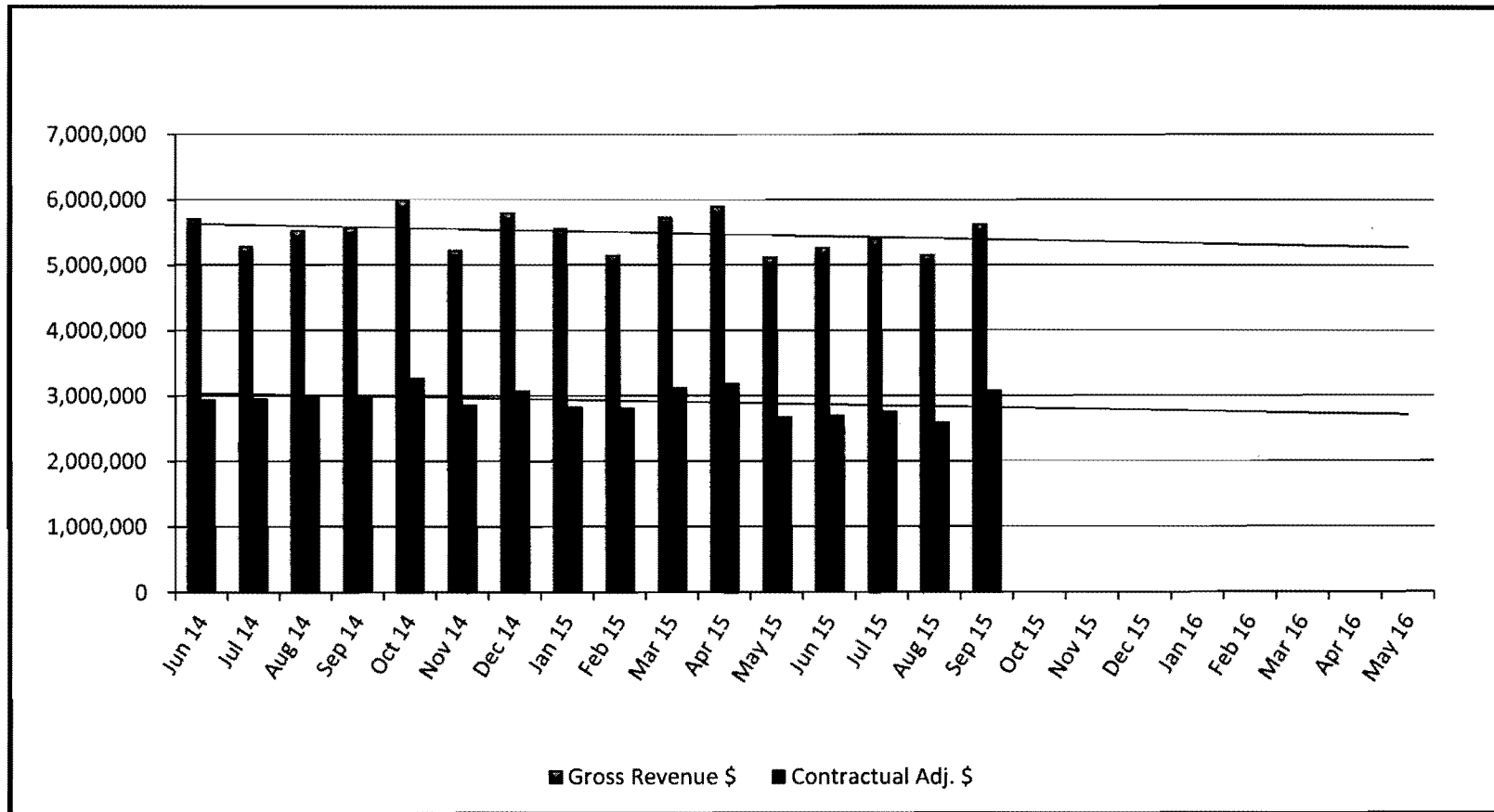


June 1, 2015 – Sept 30, 2015



# DMH Trending Graphs

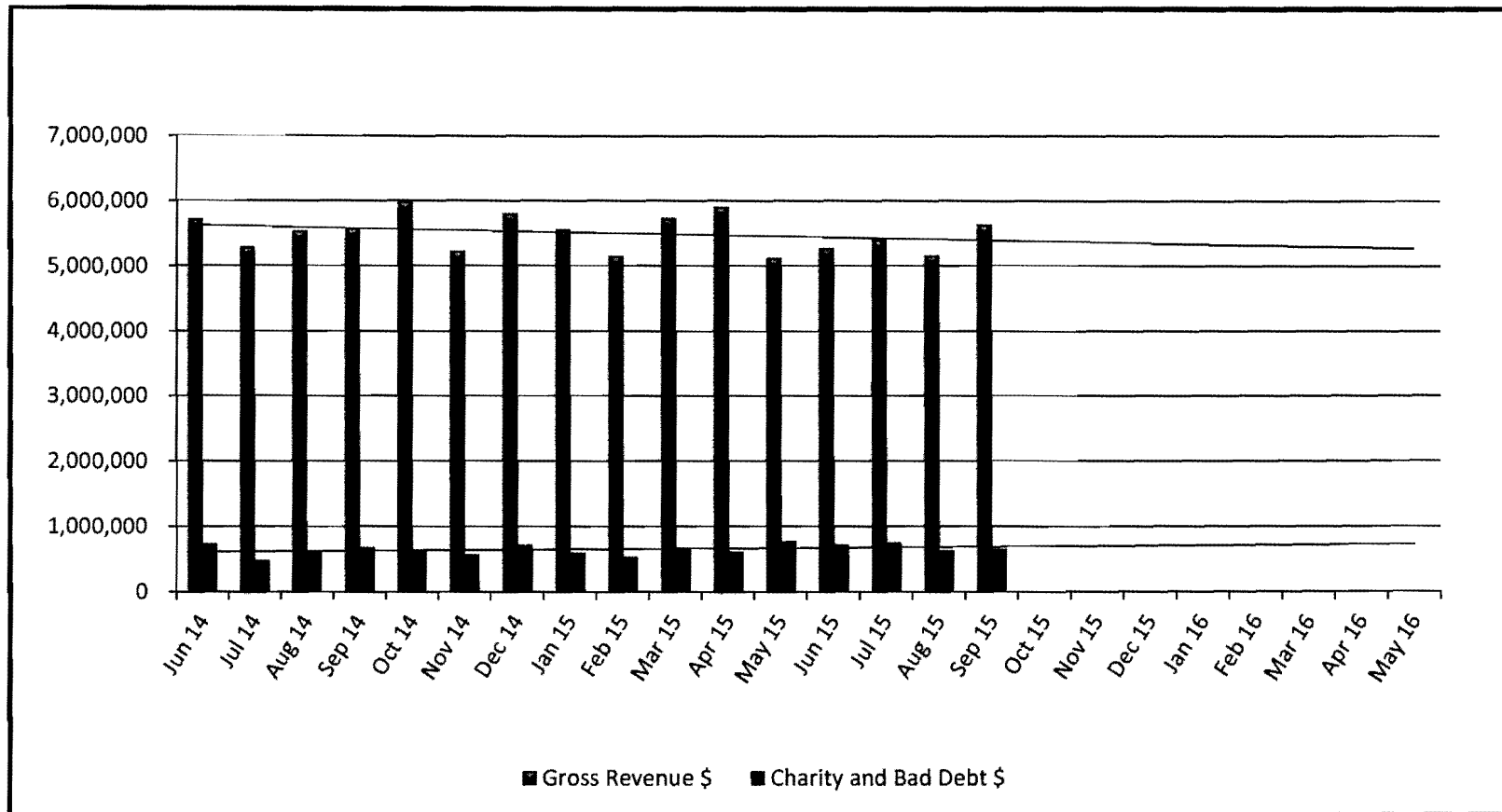
## Gross Revenue vs. Contractual Adjustments



Contractual Adjustments are 51.9% of Gross Revenue year-to-date.

# DMH Trending Graphs

## Gross Revenue vs. Charity and Bad Debts



Uncompensated Care is 12.8% of Gross Revenue year-to-date.



*A partnership with Tallahassee Memorial HealthCare*

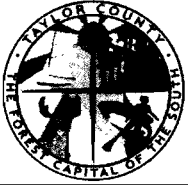


Questions?

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Taylor County Development FY 2015-2016 Appropriated Funds

**Meeting Date:**

November 2, 2015

**Statement of Issue:**

The Taylor County Development Authority request the release of

FY 2015-2016 appropriated funds in the amount of \$150,000.

**Recommendation:**

The BOCC approve the release of funds.

**Fiscal Impact:** \$ 150,000

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

**Submitted By:**

Taylor County Development Authority

**Contact:**

Scott Frederick

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

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

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

**Attachments:**

1. TCDA Financial Statements September 3, 2015

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



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO PURCHASE ENDOSCOPY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

NOVEMBER 2, 2015

**Statement of Issue:** THERE WERE THREE BIDDERS RESPONSIVE TO THE SOLICITATION FOR BIDS. ONE OF THE THREE WAS UNABLE TO MEET THE SPECIFICATIONS FOR THE EQUIPMENT BEING SOUGHT. THE REMAINING TWO BIDDERS WERE ASKED TO BRING EQUIPMENT TO THE HOSPITAL FOR DEMONSTRATION AND EVALUATION. FOLLOWING SUCH, THE COMMITTEE IS READY TO MAKE A RECOMMENDATION FOR PURCHASE FROM OLYMPUS AMERICA, INC.

**Recommended Action:** APPROVE THE BID COMMITTEE'S RECOMMENDATION

**Fiscal Impact:** \$338,149.64

**Budgeted Expense:** YES

**Submitted By:** COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Olympus offered both a new and a refurbished model. The committee's recommendation is to purchase the refurbished model at a savings of \$147,016 as all the working parts of the machine are new while the outside housing of the machine is refurbished. Two key elements in the decision between the Olympus product and the Fujinon products were (1) quality of the picture and (2) anticipated response time for technical support should such be needed.

**Options:**

**Attachments:** A list showing the equipment specs and an indication as to whether or not the vendor fulfilled the specs. A list showing the survey results of the hand's on demonstrations of both systems.



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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October 27, 2015

## DMH ENDOSCOPY PURCHASE

The committee met on Monday, October 26, 2015, to discuss the hospital's choice for the purchase of endoscopy equipment. Present were Mary Lescher, Amanda Gregory, Dustin Hinkel and Margaret Dunn.

Mary Lescher and Amanda Gregory shared that the two vendors who were responsive to the solicitation were asked to bring in their equipment for hands' on evaluations. Staff from the hospital were invited to view the demonstrations and try out the equipment. Written surveys were gathered from the participants and compiled into a spreadsheet.

The consensus of the group was that the Olympus equipment offered the clearer pictures which are so important to diagnosis and treatment. Also included in the decision process was the fact that Olympus had service technicians who could respond in a shorter amount of time if the equipment failed for any reason.

Olympus has offered both new equipment and refurbished equipment with the only difference being the housing of the equipment. The outside casing of the refurbished equipment is not new while all the internal working parts are new. The cost savings between the new and the refurbished amounts to \$147,016, making the refurbished equipment the wisest choice for the taxpayer-funded purchase.

The third responsive bidder, Endochoice, was not able to meet the specifications of the solicitation as they do not offer a bronchoscope which is a key piece of equipment in the overall specs.

The committee recommends the purchase of the equipment that will best serve the patients of DMH; and, since the recommended equipment cost is the lowest bid (if the refurbished equipment is purchased), the committee requests Board approval of the Olympus refurbished endoscopy equipment at a cost of \$338,149.64.

Dustin Hinkel  
County Administrator

## DMH Endoscopic Equipment Specifications

	Olympus	Olympus	Fujinon
Total Purchase Equipment	\$ 338,149.64	\$ 485,165.37	\$ 339,525.37
Total Service Contract	\$ 337,528.92	\$ 484,600.58	\$ 242,125.37
Shipping	\$ 620.72	\$ 555.79	\$ 96,400.00
			\$ 1,000.00

3ea	Adult Gastrosopes,120cm	Yes	Yes	Yes
3ea	Adult Colonoscopes, 160cm	Yes	Yes	Yes
2ea	Pediatric Colonoscopes, 120cm	Yes	Yes	Yes
2ea	Bronchoscope	Yes	Yes	Yes
1ea	CO2 Insufflator	Yes	Yes	Yes
1ea	Water Irrigation Pump	Yes	Yes	Yes
1ea	Video Processor with NBI Color	Yes	Yes	Yes
1ea	Color Printer	Yes	Yes	Yes
1ea	Light Source	Yes	Yes	Yes
1ea	Standalone 26in flat screen monitor (Slave) with roll stands	Yes	Yes	Yes
1ea	Endo cart with 26in flat screen monitor	Yes	Yes	Yes
	All accessories and cords	Yes	Yes	Yes
	Water bottles, valves (air/water, suction, biopsy), tubings, electrical cords and cables, cleaning accessories, wall charts.	Yes	Yes	Yes

Warranty - at least 5yrs	1 Year	1 Year	Extended warranty included
Location of closet field service representative	4 within 2hrs	4 within 2hrs	Orlando, Tampa
On-site training at setup	Included	Included	Included
Time line for installation, education, implementation and ongoing education support	1 week	1 week	1 week
List unique capabilities of your monitors and how that would be beneficial to DMH	Included	Included	Included
Shipping Cost	Included	Included	Included

# Endoscopy Equipment

8 evaluations

Fujinon

Yes No

30/40 = 75%

1. Did the product function as intended?	8	
--	---	--

	1 Poor	2 Poor	3 Average	4 Good	5 Very Good
2. How does the visualization of the new system compare to your current Endoscope System?			4	2	2

	Yes	No
3. The system was intuitive with minimal learning curve?	8	
4. Intubation and withdrawal times are compatible to existing scopes?	7	
5. Do they provide clinical training?	8	
6. Can this be used with our current Medivator Proccessing System	8	

7. What do you like best about this system?

Newer picture quality, its new than we currently have, better picture than curent system. Clairty of visualization. Satisfactory optics

8. What do you like least about this system?

Light too dim, once you get to the Cecum the visualization is poor and the lighting is poor. Water irrigation provided by different company field of vision was not full screen. Didn't have built in stiffener. Not as durable, less light

	Yes	No
9. Would you recommend this for DMH?	1	7

9 evaluations

Olympus

Yes No

44/45 = 97.78%

1. Did the product function as intended?	9	
--	---	--

	1 Poor	2 Poor	3 Average	4 Good	5 Very Good
2. How does the visualization of the new system compare to your current Endoscope System?				1	8

	Yes	No
3. The system was intuitive with minimal learning curve?	9	
4. Intubation and withdrawal times are compatible to existing scopes?	9	
5. Do they provide clinical training?	9	
6. Can this be used with our current Medivator Proccessing System	9	

7. What do you like best about this system?

Clarity, definition, ease of use. All products offered are Olympus. Best visualization eastiest care. Everything. The 190 System. Superior lenses, handling, durability & compatability Water proof connector. Built in stiffener

8. What do you like least about this system?

Price. 3D Tower. Cleaning process (many steps)

	Yes	No
9. Would you recommend this for DMH?	9	

## Doctors' Memorial Hospital

### Endoscopic Recommendation

Based on our trials and colleague evaluations performed July 13 – July 31, 2015, the three that meet Doctors' Memorial Hospital patient and provider care needs were Fujinon and Olympus America, Inc.

The preferred equipment was Olympus America, Inc.

The Olympus Evis Exera III Endoscopic Video System and Scopes deliver ease of use and cleaning, helping provide the patient with the highest quality endoscopic experience while allowing staff comfort with connections, channels for suction and biopsy, and still photo capture.

On the Olympus System the CO2 insufflation and Flushing pump are Olympus products whereas on the Fujinon these items are a different brand.

The enclosed attachments were the specs for the Endoscopic Video System.

10/5/15

5. THE BOARD TO RECEIVE BIDS FOR ENDOSCOPY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL (DMH), SET FOR THIS DATE AT 6:05 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

THE FOLLOWING BIDS WERE RECEIVED:

1. FUJINON  
109 MIDDLETON PL  
PONTE VEDRA BEACH, FL

242,125.37

1000 delivery  
96,400 Service contract

2. OLYMPUS AMERICA, INC.  
3500 CORPORATE PKWY  
CENTER VALLEY, PA

485,156.37

or 338,149.64

3. ENDOCHOICE, INC.  
11810 WILLS RD  
ALPHARETTA, GA

245,946.30

21,682.10 5yr svc

850 shipping

Endoscopy Equipment

Evaluation

~~Olympus~~

1. Did the product function as intended? ☒ Yes ☐ No
2. How does the visualization of the new system compare to your current Endoscope System?  
☐ Very Poor ☐ Poor ☐ Average ☐ Good ☒ Very Good
3. The system was intuitive with minimal learning curve? ☒ Yes ☐ No
4. Intubation and withdrawal times are comparable to existing scopes? ☒ Yes ☐ No
5. Do they provide clinical training? ☒ Yes ☐ No
6. Can this be used with our current Medivator Processing System? **yes**
7. What you do like best about this system?  
**Superior lenses, Handling, Durability & comfortability**
8. What do you like least about this system?  
**Ø**
9. Would you recommend this for DMH? ☒ Yes ☐ No

**Y. R. S. M. D.**

## Endoscopy Equipment

### Evaluation

#### Olympus

1. Did the product function as intended? ☒ Yes ☐ No
2. How does the visualization of the new system compare to your current Endoscope System?  
☐ Very Poor ☐ Poor ☐ Average ☐ Good ☒ Very Good
3. The system was intuitive with minimal learning curve? ☒ Yes ☐ No
4. Intubation and withdrawal times are comparable to existing scopes? ☐ Yes ☒ No much faster & easier
5. Do they provide clinical training? ☒ Yes ☐ No
6. Can this be used with our current Medivator Processing System? ☒ Yes
7. What you do like best about this system?  
Clarity and definition, ease of use
8. What do you like least about this system? ☒ N/A
9. Would you recommend this for DMH? ☒ Yes ☐ No



## Endoscopy Equipment

### Evaluation

#### Olympus

1. Did the product function as intended? ☒ Yes ☐ No
2. How does the visualization of the new system compare to your current Endoscope System?  
☐ Very Poor ☐ Poor ☐ Average ☐ Good ☒ Very Good
3. The system was intuitive with minimal learning curve? ☒ Yes ☐ No
4. Intubation and withdrawal times are comparable to existing scopes? ☒ Yes ☐ No *better*
5. Do they provide clinical training? ☒ Yes ☐ No
6. Can this be used with our current Medivator Processing System? *Yes*
7. What you do like best about this system?  
*All products offered are olympus, best visualization  
easiest care*
8. What do you like least about this system?  
*Price*
9. Would you recommend this for DMH? ☒ Yes ☐ No

## Endoscopy Equipment

### Evaluation

### Olympus

1. Did the product function as intended? ☒ Yes ☐ No
2. How does the visualization of the new system compare to your current Endoscope System?  
☐ Very Poor ☐ Poor ☐ Average ☒ Good ☐ Very Good
3. The system was intuitive with minimal learning curve? ☒ Yes ☐ No
4. Intubation and withdrawal times are comparable to existing scopes? ☒ Yes ☐ No
5. Do they provide clinical training? ☒ Yes ☐ No
6. Can this be used with our current Medivator Processing System?
7. What you do like best about this system?  
clavicle built in stiffener
8. What do you like least about this system?
9. Would you recommend this for DMH? ☒ Yes ☐ No

Dr Moore

## Endoscopy Equipment

### Evaluation

#### Fuginon

1. Did the product function as intended? ☒ Yes ☐ No
2. How does the visualization of the new system compare to your current Endoscope System?  
☐ Very Poor ☐ Poor ☐ Average ☒ Good ☐ Very Good
3. The system was intuitive with minimal learning curve? ☒ Yes ☐ No
4. Intubation and withdrawal times are comparable to existing scopes? ☒ Yes ☐ No
5. Do they provide clinical training? ☒ Yes ☐ No
6. Can this be used with our current Medivator Processing System?
7. What you do like best about this system?  
*clarity*
8. What do you like least about this system?  
*Didn't have built in stiffener*
9. Would you recommend this for DMH? ☐ Yes ☒ No

*Dr Moore*

Dr. Nelson

## Endoscopy Equipment

### Evaluation

#### Fuginon

1. Did the product function as intended? ☒ Yes ☐ No
2. How does the visualization of the new system compare to your current Endoscope System?  
☐ Very Poor ☐ Poor ☒ Average ☐ Good ☐ Very Good
3. The system was intuitive with minimal learning curve? ☒ Yes ☐ No
4. Intubation and withdrawal times are comparable to existing scopes? ☐ Yes ☐ No
5. Do they provide clinical training? ☐ Yes ☒ No
6. Can this be used with our current Medivator Processing System? Yes
7. What you do like best about this system?

satisfactory optics

8. What do you like least about this system?

Not As Durable, less light

9. Would you recommend this for DMH? ☐ Yes ☒ No

(lesser choice)



## Endoscopy Equipment

### Evaluation

#### Fuginon

1. Did the product function as intended? ☒ Yes ☐ No
2. How does the visualization of the new system compare to your current Endoscope System?  
☐ Very Poor ☐ Poor ☒ Average ☐ Good ☐ Very Good
3. The system was intuitive with minimal learning curve? ☒ Yes ☐ No
4. Intubation and withdrawal times are comparable to existing scopes? ☒ Yes ☐ No
5. Do they provide clinical training? ☒ Yes ☐ No
6. Can this be used with our current Medivator Processing System? Yes
7. What you do like best about this system?  
Its better than what we have now
8. What do you like least about this system?  
Monitor was small, Clarity and definition poor,  
light got dim when trying to focus on a certain  
spot,  
field of visualization small
9. Would you recommend this for DMH? ☐ Yes ☒ No

## Endoscopy Equipment

### Evaluation

#### Fuginon

1. Did the product function as intended? ☒ Yes ☐ No
2. How does the visualization of the new system compare to your current Endoscope System?  
☐ Very Poor ☐ Poor ☐ Average ☐ Good ☒ Very Good
3. The system was intuitive with minimal learning curve? ☒ Yes ☐ No
4. Intubation and withdrawal times are comparable to existing scopes? ☒ Yes ☐ No
5. Do they provide clinical training? ☒ Yes ☐ No
6. Can this be used with our current Medivator Processing System? Yes
7. What you do like best about this system?  
Better picture than present system
8. What do you like least about this system?  
Water irrigation provided by different company
9. Would you recommend this for DMH? ☐ Yes ☒ No

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION FOR THE PURCHASE OF OPERATING ROOM TABLES FOR DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

NOVEMBER 2, 2015

**Statement of Issue:**

THERE WERE FOUR RESPONSIVE BIDDERS TO THE SOLICITATION. ALL FOUR VENDORS WERE ASKED TO BRING THEIR PRODUCT TO THE HOSPITAL FOR HANDS' ON DEMONSTRATION. WHEN THE RESULTS OF THE SURVEYS WERE COMPILED, THE COMMITTEE RECOMMENDED PURCHASE OF THE THREE NEW BEDS FROM MAQUET.

**Recommended Action:**

APPROVE THE COMMITTEE'S RECOMMENDATION

**Fiscal Impact:**

\$147,360 TO \$156,360

**Budgeted Expense:**

YES

**Submitted By:**

COUNTY ADMINISTRATOR 850-838-3500 X 7

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

THE QUOTE FROM STERIS, THE SECOND CHOICE OF THE COMMITTEE IS LOWER; HOWEVER, THE QUOTE IS FOR TWO REFURBISHED BEDS AND ONE NEW BED. IN THIS INSTANCE, THE COMMITTEE WAS NOT CONVINCED THAT THE DOLLAR SAVINGS FOR THE USED BED WAS THE BEST CHOICE FOR THE PATIENTS AT DMH OR THE TAXPAYERS. THE MAQUET COMPANY IS MAKING A BULK PURCHASING OFFER WHICH WOULD ALLOW A \$9,000 (\$3,000 PER BED) SAVINGS IF THE BEDS ARE PURCHASED PRIOR TO THE END OF DECEMBER. (THIS OFFER IS BEING EXTENDED TO ALL CUSTOMERS, NOT JUST DMH.)

**Options:**

**Attachments:** Table specs checklist; DMH OR Table Recommendation paragraph; Evaluation surveys; spreadsheet showing compiled results of surveys.



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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October 27, 2015

## DMH Operating Room Tables

The Committee met Monday, October 26, 2015, to discuss the hospital staff's review of the four responsive bids from the solicitation. Present were Dustin Hinkel, Mary Lescher, Amanda Gregory and Margaret Dunn.

Mary Lescher and Amanda Gregory shared that the four vendors were invited to bring in equipment for a hands on demonstration. Hospital staff were encouraged to look at all the equipment and make a recommendation. Of the four vendors, two received enough low marks from the staff to narrow the field to the remaining two vendors. Ultimately, it was the vendor whose product had the best reviews that was chosen - Maquet.

While the price points would indicate that Steris was the lower bidder, the bid amount was for two refurbished tables and one new one. The price of the new table was \$50,000 while the price of the new table with Maquet was/is \$45,000. Additionally, Maquet is offering all customers a price of \$42,000 for purchases made prior to December 31, 2015.

The committee recommends the purchase of three new tables from Maquet.

Dustin Hinkel  
County Administrator



## Doctors' Memorial Hospital

### OR Table Recommendation

Based on our trials and colleague evaluations performed during September 01 - October 12, 2015, the two that meet Doctors' Memorial Hospital patient and provider care needs are Steris Corporation, and Maquet Medical Systems

The preferred equipment was Maquet Medical Systems.

The Alphamaxx Table had significant advantages found to provide for our ability to offer the patient a better experience and the staff the ability to provide safe patient care.

The Alphamaxx Table has auto drive for easy movement when change of table, positioning is needed with a patient on the table. It also offers ease when moving the table for room turnover.

The Alphamaxx Table foam mattress had a better memory foam mattress than the Steris Table.

The Alphamaxx Table has unprecedented flexibility when it comes to patient positioning. The head and leg sections are totally interchangeable. The attachments are a carbon fiber extension that provides unimpaired visibility when using a C-arm.

The enclosed attachments were the specs for the OR Tables.

(4220)  
4520

DMH OR Table Specs		Steris	Maquet	Skytron	Berchtold/Stryker
		5085	Alphamaxx	3502 EZ Slide	D830
Total purchase		\$ 139,896.98	\$ 156,360.00	\$ 130,813.76	\$ 151,668.97
Ext Warranty		\$ 14,376.08	\$ 18,360.00	\$ 10,500.00	
Freight		\$ 4,926.08	\$ 3,000.00	\$ 1,600.00	
Installation				\$ 1,500.00	
Handling				\$ 872.56	
3ea	Remote controlled surgical table	Yes	Yes	Yes	Yes
	Radiolucent Top with C-Arm Access	Yes	Yes	Yes	Yes
	Electro-Hydraulic (4) Section Table with auto limit sensor	Yes	Yes	Yes	Yes
	Trendelenburg and Lateral tilt capabilities	Yes	Yes	Yes	Yes
	Dual Power (Battery/Live Current) Modes	Yes	Yes	Yes	Yes
	Table Length 81" (2057mm)	Yes	Yes	Yes	Yes
	Table Width 20" (508mm) (28" with extenders)	Yes	Yes	Yes	Yes
	Table Height Range 22.8" to 42.5" (581 to 1080mm)	Yes	Yes	Yes	Yes
	Table Slide Range 9" (227mm) to head, 9" to foot (18 inches total)	Yes	Yes	Yes	No 8.4" to foot and 8.4" to head ***we maintain 1000lb throughout entire slide***
	Patient weight capacity: 1200lbs. (544kg) patient support, including raise/lower (centered on the column) 1,000lbs. (454kg) full table articulation (centered on the column) 600lbs. (272kg) full table articulation, including slide	Yes	Yes	No this is 700lb capacity 600lb articulation	Yes
	Trendelenburg /Reverse 30°/ 30°	Yes	Yes	Yes	Yes
	Lateral Tilt (left/right) 20°/20°	Yes	Yes	Yes	Yes
	Head Section +90° to -90° (15° increments)	Yes	Yes	Yes	No +45° / -90° unlimited range
	Back section +80° to -40°	Yes	Yes	Yes	Yes
	Leg Section 0/-105° (removable)	Yes	Yes	Yes	Yes
	Flex/Reflex 140°/100°	Yes	Yes	Yes	Yes
	Manual override: Yes	Yes	Yes	Yes	Yes
	Perneal Cut Out: Yes	Yes	Yes	Yes	Yes
	Kidney Elevator 4° (110mm) powered	Yes	Yes	Yes	No 3.5" above functional table top
	Memory foam padding	Yes	Yes	Yes	Yes
	Warranty 5years, service agreement	Yes	Yes	Yes	Yes

Additional items

Auto Drive	No Electrohydraulic operated surgical table	Yes	agreement with Maquet of additional savings. If ordered by 12/23/2015 table will be \$42,000 instead of \$45,000 ea	Fully functional X-ray channel from head to toe. Functional imaging window of 18.3" Industry leading. *** No Xray risers needed***
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# OR Table Evaluation

6 - Evaluations

Stryker D830

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility	1	2	2		
2. Ease of Patient Positioning	2	2	2		
3. C-Arm Access with Slupe Top	2	2	1		
4. Table Height	2	2	2		
5. Maneuverability	3	1	2		
6. Pendant Controls	2	2		1	1
7. Manual Back-up Controls	2		2	1	
8. Weight Capacity	4		1		
9. X-ray Channel	3		1	1	
10. Table Pad	3		2	1	
11. Accessory Campatability	3	1	1		
12. Overall Quality	2	2	2		

13. Would you recommend this OR Table for Doctors Memorial Hospital?

**6** Yes \_\_\_\_\_ No

Additional Comments:

Table Top - Chest/thigh pad has one short strip of velcro on the top - Positioning a patient on the table caused the lower pad to slide off the table.

Have to use both hands to clip control to bed. Clip on table controls are flimsy and will easily break over time. The springs will wear out on the remote.

8-Evaluations

Steris

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility	3	2			
2. Ease of Patient Positioning	5	1	1		
3. C-Arm Access with Slupe Top	3	2	1		
4. Table Height	6	1			
5. Maneuverability	5	2			
6. Pendant Controls	4	2	1		
7. Manual Back-up Controls	4	1	1		
8. Weight Capacity	5	2			
9. X-ray Channel	4	2	1		
10. Table Pad	6	1			
11. Accessory Campatability	5	2			
12. Overall Quality	5	1			

13. Would you recommend this OR Table for Doctors Memorial Hospital?

**7** Yes \_\_\_\_\_ No

Additional Comments:

Meets the needs of the OR. Slide rail and accordion bellows that up and down bed may be susceptible to body fluid and fluid exposure

**Skytron**

5- Evaluations

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility	2	1	2		
2. Ease of Patient Positioning	2	1	2		
3. C-Arm Access with Slupe Top	2	1	2		
4. Table Height	2	1	2		
5. Maneuverability	2		3		
6. Pendant Controls	2		3		
7. Manual Back-up Controls	1	1	3		
8. Weight Capacity	3		2		
9. X-ray Channel	2	1	2		
10. Table Pad	2	1	2		
11. Accessory Campatability	2	1	1	1	
12. Overall Quality	2	1	2		

13. Would you recommend this OR Table for Doctors Memorial Hospital?

2 Yes 2 No

Additional Comments:

Other beds were better. This bed is ok but sliding componet makes moving the bed very cumleersome. Our beach chair attachment is not compatable with this bed.

**Maquet**

8-Evaluations

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility	6		1		
2. Ease of Patient Positioning	7		1		
3. C-Arm Access with Slupe Top	6	1	1		
4. Table Height	7		1		
5. Maneuverability	6		1		
6. Pendant Controls	7		1		
7. Manual Back-up Controls	6	1	1		
8. Weight Capacity	6	1	1		
9. X-ray Channel	6		1		
10. Table Pad	7		1		
11. Accessory Campatability	6	1	1		
12. Overall Quality	7		1		

13. Would you recommend this OR Table for Doctors Memorial Hospital?

7 Yes 1 No

Additional Comments:

Absolutely recommend this bed ease of use & patient comfort are excellent. Most friendly and versatile. Overall excellent table. Ortho friendly

Doctors Memorial Hospital  
OR Table Evaluation

Company: Maquet (makay)

	Excellent 5	Very Good 4	Good 3	Fair 2	Poor 1
1. Versatility	✓				
2. Ease of Patient Positioning	✓				
3. C-Arm Access with Slipe Top	✓				
4. Table Height	✓				
5. Maneuverability	✓				
6. Pendant Controls	✓				
7. Manual Back-up Controls	✓				
8. Weight Capacity	✓				
9. X-ray Channel	✓				
10. Table Pad	Excellent				
11. Accessory Campatability	✓				
12. Overall Quality	✓				

13. Would you recommend this OR Table for Doctors Memorial Hospital?

✓ Yes \_\_\_\_\_ No

Additional Comments:

Absolutely recommend this bed  
Ease of use + Patient Comfort are  
excellent

Signature:

A. Hoekle CNA

Date:

10/14/15

Doctors Memorial Hospital  
OR Table Evaluation

Company: Maquet (makay)

	Excellent 5	Very Good 4	Good 3	Fair 2	Poor 1
1. Versatility	✓				
2. Ease of Patient Positioning	✓				
3. C-Arm Access with Slupe Top	✓				
4. Table Height	✓				
5. Maneuverability	✓				
6. Pendant Controls	✓				
7. Manual Back-up Controls	✓				
8. Weight Capacity	✓				
9. X-ray Channel	✓				
10. Table Pad	✓				
11. Accessory Campatability	✓				
12. Overall Quality	✓				

13. Would you recommend this OR Table for Doctors Memorial Hospital?

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

Additional Comments:

DMH needs to purchase three of  
these tables. Of all the trial beds brought in  
the MAQUET is the most user friendly & versatile!

Signature: Jim Mauney

Date: 10/13/15

**Doctors Memorial Hospital  
OR Table Evaluation**

Company: Maquet (makay)

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility	✓				
2. Ease of Patient Positioning	✓				
3. C-Arm Access with Slipe Top	✓				
4. Table Height	✓				
5. Maneuverability	✓				
6. Pendant Controls	✓				
7. Manual Back-up Controls	✓				
8. Weight Capacity	✓				
9. X-ray Channel	✓				
10. Table Pad	✓				
11. Accessory Campatability	✓				
12. Overall Quality	✓				

13. Would you recommend this OR Table for Doctors Memorial Hospital?

✓ Yes             No

Additional Comments:

Very user friendly. Overall Excellent Table!  
Very Ortho friendly ☺

Signature: Evin Spadley

Date: 10-13-15

**Doctors Memorial Hospital  
OR Table Evaluation**

Company: Maquet (makay)

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility	✓				
2. Ease of Patient Positioning	✓				
3. C-Arm Access with Slipe Top	✓				
4. Table Height	✓				
5. Maneuverability	✓				
6. Pendant Controls	✓				
7. Manual Back-up Controls	✓				
8. Weight Capacity	✓				
9. X-ray Channel					
10. Table Pad	✓				
11. Accessory Campatability	✓				
12. Overall Quality	✓				

13. Would you recommend this OR Table for Doctors Memorial Hospital?

✓ Yes             No

Additional Comments:

Best O.R. Bed seen!!!

Signature: \_\_\_\_\_

Date: 10.13.15



**Doctors Memorial Hospital  
OR Table Evaluation**

Company: Steris

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility		✓			
2. Ease of Patient Positioning		✓			
3. C-Arm Access with Slipe Top		✓			
4. Table Height		✓			
5. Maneuverability		✓			
6. Pendant Controls		✓			
7. Manual Back-up Controls		✓			
8. Weight Capacity		✓			
9. X-ray Channel		✓			
10. Table Pad		✓			
11. Accessory Campatability		✓			
12. Overall Quality		✓			

13. Would you recommend this OR Table for Doctors Memorial Hospital?

✓ Yes               No

Additional Comments:

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Signature: Danua Lavelle  
 Date: 9-15-15

**Doctors Memorial Hospital  
OR Table Evaluation**

Company: Steris

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility		✓			
2. Ease of Patient Positioning			✓		
3. C-Arm Access with Slipe Top			✓		
4. Table Height	✓				
5. Maneuverability		✓			
6. Pendant Controls			✓		
7. Manual Back-up Controls	✓				
8. Weight Capacity		✓			
9. X-ray Channel			✓		
10. Table Pad	✓				
11. Accessory Campatability	✓				
12. Overall Quality					

13. Would you recommend this OR Table for Doctors Memorial Hospital?

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

Additional Comments:

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Signature: \_\_\_\_\_

Date: 9/15/15

**Doctors Memorial Hospital  
OR Table Evaluation**

Company: Steris

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility		✓			
2. Ease of Patient Positioning		✓			
3. C-Arm Access with Slipe Top			✓		
4. Table Height		✓			
5. Maneuverability		✓			
6. Pendant Controls		✓			
7. Manual Back-up Controls			✓		
8. Weight Capacity		✓			
9. X-ray Channel			✓		
10. Table Pad		✓			
11. Accessory Campatability	✓				
12. Overall Quality		✓			

13. Would you recommend this OR Table for Doctors Memorial Hospital?

☒ Yes
 ☐ No

Additional Comments:

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Signature: Paul Mue

Date: 9-15-75

**Doctors Memorial Hospital  
OR Table Evaluation**

Company: Steris

	Excellent	Very Good	Good	Fair	Poor
	5	4	3	2	1
1. Versatility					
2. Ease of Patient Positioning	✓				
3. C-Arm Access with Slupe Top		✓			
4. Table Height	✓				
5. Maneuverability	✓				
6. Pendant Controls		✓			
7. Manual Back-up Controls					
8. Weight Capacity	✓				
9. X-ray Channel		✓			
10. Table Pad	✓				
11. Accessory Campatability		✓			
12. Overall Quality	✓				

13. Would you recommend this OR Table for Doctors Memorial Hospital?

☒ Yes
 ☐ No

Additional Comments:

*Meets the needs of OR @ DMH*

Signature: \_\_\_\_\_

*Kathy Ellis*

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

*9/14/15*

7/21/15

5. BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR DMH OPERATING ROOM TABLES.

THE FOLLOWING BIDS WERE RECEIVED:

1. ✓ STERIS CORPORATION  
MENTOR, OH
2. SKYTRON LLC  
GRAND RAPIDS, MI
3. ✓ MAQUET MEDICAL SYSTEMS, USA  
WAYNE, NJ
4. *Stryker* BERCHTOLD CORPORATION  
CHARLESTON, SC

\$134,970.90  
130,813.76  
45,000 each \$135,000  
\$171,577.28

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO TASK THE COUNTY ATTORNEY AND COUNTY ADMINISTRATOR TO DRAFT A PROPOSED ORDINANCE REGARDING THE FINE FOR FAILURE TO PAY THE BOAT RAMP PERMIT FEE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

NOVEMBER 2, 2015

**Statement of Issue:**

THE BOARD, IN ITS WORKSHOP DISCUSSIONS, HAS EXPRESSED A DESIRE TO CHANGE THE WAY FINES ARE ASSESSED FOR VIOLATION OF THE BOAT RAMP FEE PAYMENTS. THE COUNTY ATTORNEY ADVISES THAT AN ORDINANCE IS THE BEST METHOD OF CODIFYING SUCH CHANGE AS IT ALLOWS FOR A PUBLIC HEARING ON ANY PROPOSED CHANGES.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO TASK THE COUNTY ATTORNEY TO DRAFT AN AMENDED ORDINANCE REGARDING THE SALE OF WINE ON CERTAIN DAYS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

NOVEMBER 2, 2015

**Statement of Issue:**

THE TAYLOR COUNTY CODE OF ORDINANCES LIMITS THE SALE OF ALCOHOLIC BEVERAGES. A PROPOSED AMENDED ORDINANCE WOULD REDEFINE THE LIMITS OF SUCH SALE.

**Recommended Action:**

TASK THE COUNTY ATTORNEY TO DRAFT AN AMENDED ORDINANCE.

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## Chapter 6 - ALCOHOLIC BEVERAGES<sup>[1]</sup>

### Footnotes:

--- (1) ---

**Cross reference—** *Businesses, ch. 18; consumption or possession of alcoholic beverages in parks, § 54-1.*

**State Law reference—** *Authority of board of county commissioners to establish and enforce regulations for sale of alcoholic beverages in unincorporated areas pursuant to general law, F.S. § 125.01(1)(o); alcoholic beverages, F.S. chs. 561—568; local alcoholic beverage ordinances generally, F.S. § 562.45.*

### Sec. 6-1. - Distances from church or school.

- (a) No state license for the sale of alcoholic beverages for on-premises consumption shall be granted to any vendor whose place of business is or shall be within 2,500 feet of an established school, or within 300 feet of an established church, and it shall be unlawful for any person to engage in any such business within such area.
- (b) American veterans organizations that are presently established in the unincorporated area of Taylor County, Florida that have what is commonly called a meeting hall that is within 2,500 feet of a school or 300 feet of a church may apply for a state license for the sale of alcoholic beverages for on-premises consumption and are exempt from the application of subsection (a) of this section.

(Ord. No. 83-3, art. II, 10-4-1983; Ord. No. 2010-01, § 1, 1-4-2010)

### Sec. 6-2. - Hours of sale.

- (a) It shall be unlawful for any alcoholic beverage as defined in F.S. § 561.01(4)(a) to be sold, consumed and served or permitted to be served or consumed in any place holding a license granted by the state division of alcoholic beverages and tobacco between the hours of 1:00 a.m. and 7:00 a.m. of each day.
- (b) It shall be unlawful for any intoxicating beverage or liquor, as such terms are defined in F.S. § 561.01(5), other than beer and malt beverages, as defined in state law, to be sold, consumed and served or permitted to be served or consumed in any place holding a license granted by the state division of alcoholic beverages and tobacco between the hours of 1:00 a.m. Sunday and 7:00 a.m. Monday.
- (c) It shall be unlawful for any person granted a license under the state division of alcoholic beverages and tobacco to allow one or more patrons to be in his place of business between the hours of 1:30 a.m. and 7:00 a.m. of each day and between the hours of 1:30 a.m. Sunday and 7:00 a.m. Monday; provided, however, this subsection shall not apply to duly licensed food service establishments as to the exclusion of their patrons but does apply to such food service establishments as to the hours of sale as set forth in subsection (a) of this section.

(Ord. No. 83-3, art. 1, 10-4-1983)

**State Law reference—** Regulation of hours of sale, F.S. § 562.14.

### Sec. 6-3. - Required closing hours.

It shall be unlawful for any person who is the owner, proprietor or keeper of any establishment, club or organization which permits the consumption of alcoholic beverages on or in the premises, to remain open for business or to allow one or more patrons to be in such business establishment between the hours of 1:00 a.m. and 7:00 a.m. each day or between the hours of 7:00 a.m. Sunday to 7:00 a.m. Monday.



This section shall apply to all establishments, clubs or organizations permitting consumption of alcoholic beverages on or in the premises, which do not hold or do not possess a license from the state division of alcoholic beverages and tobacco for the sale of such beverages.

(Ord. No. 83-3, art. V, 10-4-1983)

Sec. 6-4. - Sale or consumption in parking areas adjacent to establishments selling alcoholic beverages.

- (a) It shall be unlawful for any person to drink or consume any alcoholic beverages as defined in state law, within the unincorporated areas of the county and upon any public highways, roads, streets, alleys, parking areas and sidewalks of the unincorporated areas of the county or upon any areas available for use by the public for motor vehicle parking purposes where such adjoin or are adjacent to any establishment where alcoholic beverages are sold or dispensed.
- (b) It shall be unlawful for any person or for the officers, employees, servants or agents of any person holding a license to sell alcoholic beverages as defined in state law, to:
  - (1) Serve alcoholic beverages to any person upon any motor vehicle parking area which is adjacent to or adjoining any establishment within the unincorporated areas of the county licensed for the sale of any alcoholic beverages; or
  - (2) Knowingly permit the consumption of any alcoholic beverages by any person upon any motor vehicle parking area which is adjacent to or adjoining any establishment within the unincorporated areas of the county licensed for the sale of alcoholic beverages.

(Ord. No. 83-3, art. III, 10-4-1983)

**State Law reference—** Possession of alcoholic beverages in open containers on public roads, F.S. § 316.1936.

Sec. 6-5. - Minors.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Adult* means any person who is allowed to purchase and consume alcoholic beverages by F.S. § 562.11.

*Minor* means any person who is prohibited from purchasing or consuming alcoholic beverages by F.S. § 562.11.

- (b) It shall be unlawful for any person who is the owner, proprietor or keeper of an establishment holding a license to sell alcoholic beverages granted pursuant to F.S. chs. 561—568, which allows on-premises consumption of alcoholic beverages, to allow any minor to enter or remain in such establishment, unless such minor is accompanied by an adult who is such minor's parent or legal guardian. This section shall apply to duly licensed food service establishments which also hold a license to sell alcoholic beverages, to the extent that it shall exclude entry by minors into any part of such food service establishment, such as a bar or lounge where the primary source of revenue is the sale of alcoholic beverages or where the primary activity conducted is the serving and consumption of alcoholic beverages.
- (c) It shall be unlawful for any person who is the owner, proprietor or keeper of any establishment which allows on-premises consumption of alcoholic beverages as they are defined in F.S. chs. 561—568 to allow any minor to enter or remain in such establishment, unless such minor is accompanied by an adult parent of such minor or such minor's adult legal guardian.

- (d) It shall be the duty of any person who is owner, proprietor or keeper of any establishment described in subsection (b) or (c) of this section to post conspicuously at the entrances to such establishment, a sign, in bold letters at least two inches high, stating:

"MINORS NOT ALLOWED ON OR IN THESE PREMISES UNLESS ACCOMPANIED BY ADULT PARENT OR ADULT LEGAL GUARDIAN."

- (e) It shall be unlawful for any person to misrepresent or misstate his age, or the age of any person, for the purpose of entering an establishment where entry into such establishment is prohibited by this section.
- (f) It shall be unlawful for any person to represent or state that he is the parent or legal guardian of any person when he is not the parent or legal guardian of such person, for the purpose of entering an establishment where entry into such establishment is prohibited by this section.

(Ord. No. 83-3, art. IV, 10-4-1983)

**State Law reference—** Alcohol and underage persons, F.S. § 562.11 et seq.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO TASK THE COUNTY ATTORNEY TO DRAFT A PROPOSED ORDINANCE FOR ESTABLISHING STANDARDS FOR EXTERIOR PROPERTY AREAS ALONG HIGHWAY 19 WITHIN A SPECIFIC CORRIDOR IN TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

**NOVEMBER 2, 2015**

**Statement of Issue:**

**THE CITY OF PERRY HAS ADOPTED AN ORDINANCE ESTABLISHING STANDARDS FOR EXTERIOR PROPERTY AREAS ALONG HIGHWAY 19 WITHIN THE CITY LIMITS AND HAS ASKED THAT THE COUNTY CONSIDER A SIMILAR ORDINANCE.**

**Recommended Action:**

**TASK THE COUNTY ATTORNEY TO DRAFT AN ORDINANCE.**

**Fiscal Impact:**

**TO BE DETERMINED**

**Budgeted Expense:**

**Submitted By:**

**COUNTY ADMINISTRATOR 850-838-3500 X 7**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**THIS PROPOSAL WAS DISCUSSED AT THE BOARD'S WORKSHOP IN JUNE 2015**

**Options:**

**Attachments:**

**ORDINANCE NOS. 946, 928, 868, AND 866 FROM THE CITY OF PERRY. EMAIL DATED JUNE 1, 2015 TO THE BOARD.**

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Monday, June 1, 2015 1:50 PM  
**To:** Jim Moody; Jody Devane; Malcolm Page; Pam Feagle; Pat Patterson  
**Cc:** 52281\_61714.tl196617@tasks.teamwork.com; Margaret Dunn; CONRAD BISHOP (lawbishop@gtcom.net)  
**Subject:** FW: US 19 Ordinances  
**Attachments:** US 19 Ordinances 866 868 928 946.pdf; Sample US 19 Planters.ppt; City of Perry Hwy 19 letter 5-26-15.pdf

Commissioners,

Attached is a letter from the City Council encouraging the Board to adopt an ordinance similar to the their US19 appearance ordinance (also attached) to assist in the initiative to clean up the US19 corridor. I informed Bob that I would bring it up to you at you June Workshop.

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:** bob brown [mailto:bbrown@cityofperry.net]  
**Sent:** Wednesday, May 27, 2015 12:48 PM  
**To:** Dustin Hinkel  
**Subject:** US 19 Ordinances

Hi Dustin,

Attached are a compilation of what we refer to as the US 19 appearance ordinances. Each successive one clarified or added requirements to the original ordinance.

I have also attached some pictures of construction ideas for types of planters which would be acceptable as spelled out in ordinance 946. We wanted ones that could easily be constructed out of readily available and relatively inexpensive materials.

Please let me know if you have any questions.

THANKS

Bob

Visit us at <http://www.cityofperry.net>

Follow us on Twitter: @CityofPerryFL



INTRODUCED 28 Oct. 2008  
FIRST READING 28 Oct. 2008  
PASSAGE 11 Nov. 2008  
EFFECTIVE DATE 11 Nov 2008  
PUBLIC HEARING 11 Nov. 2008  
ADVERTISEMENT DATE 31 Oct. 2008  
PAGES Five (5)

**ORDINANCE NO: 866**

**AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.021(1), Florida Statutes, as amended, empowers the City Council of the City of Perry, Florida, hereinafter referred to as the City Council, to exercise governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services and to exercise any powers for municipal purposes, except where expressly prohibited by law; and

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERRY, FLORIDA, that:**

**Section 1.** Chapter 5 – Buildings, is hereby amended as follows:

**CHAPTER 5. BUILDINGS**

**Sec. 5.6 (1). Findings of fact and declaration of necessity.**

The city commission finds the following:

(1) *Existence of conditions.* There exists within the city blighted buildings or other structures used or intended to be used for commercial, business, institutional, industrial, single family or multifamily dwelling purposes that are contiguous to the right of way of U.S. Highway 19 and that because of structural or maintenance problems are abandoned, unsafe, and endanger the general health, welfare and safety of the general public and those who use or visit the structures.

(2) *Results if conditions uncorrected.* Such blighted buildings and structures contribute to the development of, or increase in crime, increase costs to public revenue and impair the efficient and economical exercise of governmental functions in such areas; and necessitate excessive and disproportionate expenditure of public funds for public safety, crime prevention, fire protection and other public services.

(3) *Necessity to protect public health, safety and welfare.* The adoption of this article is necessary to protect the public health, safety and welfare of the people of the city by establishing minimum standards governing the facilities, repair and maintenance of buildings and grounds used for or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes. This article is intended to be remedial and essential to the public interest and welfare and to this extent it is intended that this commercial building code be liberally construed to effectuate the purposes stated herein.

**Sec. 5.6 (2). Buildings affected.**

Every portion of a building or premises, used or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes that are contiguous to the right of way of Highway 19, shall comply with the provisions of this article, irrespective of when the building shall have been constructed, altered or repaired, except where specifically exempt as stated in this article, and irrespective of any permits or licenses that have been issued for the use of the building or premises, for the construction or repair of the building or for the installation or repair of equipment or facilities prior to the adoption of this article.

**Sec. 5.6 (3). Conflicts resolved.**

In any case where a provision of this article is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or other code provision of this city, the provision that establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail if the defect cited is hazardous to the health, safety and welfare of the people using the building or adjoining properties and the defect must be replaced to comply. If repairs will correct the defect cited, the repairs may be made using the same methods and materials used in the original construction.

**Sec. 5.6 (4). Standards for exterior property areas.**

(a) *Sanitation.* All exterior property and premise shall be maintained in a clean, safe and sanitary condition. Each occupant of the property shall keep that part of the exterior property that the occupant occupies or controls in a clean and sanitary condition.

(b) *Weeds.* All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten inches. Weeds shall mean all grasses, annual plants and vegetation, other than trees or shrubs; however, the term shall not include cultivated flowers and gardens.

(c) *Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained so that they are structurally sound and in good repair.

(d) *Motor vehicles.* Except as permitted by the land development code in a particular zoning district, no motor vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled unless such work is performed inside a structure or similarly enclosed area designed for, and approved by the city for, such purpose.

(e) *Hazardous conditions.* It shall be unlawful for the owner or occupant to create, maintain, keep or allow the existence of any hazardous condition, equipment, facility, fixture, premises or building.

**Sec. 5.6 (5). Exterior structures.**

- (a) *General.* The exterior of all buildings and structures shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
- (b) *Exterior painting.* All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.
- (c) *Street numbers.* Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way.

**Sec. 5.6 (6). Exterior walls.**

Building walls shall be maintained in a secure and safe manner as follows:

- (1) All defective structural and decorative elements of the building facade shall be removed, replaced or repaired.
- (2) All exterior walls shall have all loose material removed. Patching and resurfacing shall match the existing or adjacent surfaces as to material, color, bond and joinings.
- (3) All cornices, trim, and window frames that are damaged, sagging or otherwise deteriorated shall be removed, repaired or replaced so that they are structurally sound and secure.
- (4) All exposed materials shall be painted, stained or otherwise treated to protect them from the elements.

**Sec. 5.6 (7). Door and window openings.**

- (a) All window and door openings shall be safe and secure. Sashes with rotten wood, broken joints, or deteriorated mullions or muntins shall be removed, repaired or replaced.
- (b) All exterior doors and windows shall be maintained in an unbroken and secure condition. No door or window shall be removed and enclosed, covered or boarded up unless treated as an integral part of the building facade, compatible with the design, material and finish of the adjoining walls of which the opening is a part. This subsection shall not apply to the temporary short-term covering or boarding up of windows or doors while undergoing replacement or repair. However, all damaged or broken doors and windows shall be restored, repaired or replaced within 60 days following breakage or damage.

**Sec. 5.6 (8). Roofs.**

Roofs shall be maintained in a secure, safe and watertight condition. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.



**Sec. 5.6 (9). Accessory and appurtenant structures.**

Signs, awnings, canopies, freestanding walls, and fences shall be maintained in good repair and condition. Deteriorated signs, torn or unsecured awnings or canopies, and any dilapidated free-standing wall or fence shall be removed, repaired or replaced.

**Sec. 5.6 (10). Compliance period.**

(a) Any other provision of this Code notwithstanding, corrective action ordered by the city manager or designee and which is visible from the right of way of U.S. Highway 19 shall be commenced and completed within the following time periods:

- (1) Property having an assessed value of \$100,000.00 or less as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 90 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (2) Property having an assessed value of more than \$100,000.00, but less than \$200,000.00 as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 60 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (3) Property having an assessed value of \$200,000.00 or more as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 30 days and shall be completed within 90 days from the date of written notice of noncompliance.

(b) The city manager or designee may stay enforcement for a further period of time, not to exceed six months from the initial notice, if the property owner demonstrates with tangible evidence that he/she is taking affirmative steps to abate the violations and requires additional time to fully comply.

**Sec. 5.6 (11) Penalty for Violation**

A violation of the provisions of this section shall be subject to penalties set forth in Section 5.5 of this Chapter.

**Section 2. Severability.**

If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 3.** This Ordinance may be read by title only pursuant to Section 2.13(b), Ordinance in General, of the Charter of the City of Perry, Florida.

**Section 4. Conflict.** All Ordinances or portions of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED and ADOPTED** in regular session by the City Council of the City of Perry, Florida on this 11 day of November, 2008.

Attest:


  
Clerk of the Council

CITY COUNCIL  
CITY OF PERRY, FLORIDA

  
EMILY WEED KETRING, MAYOR

Approved as to form:

  
ROBERT BROWN, City Manager

  
MICHAEL S. SMITH, City Attorney

INTRODUCED 3-24-2009  
FIRST READING 3-24-2009  
PASSAGE 4-14-2009  
EFFECTIVE DATE 4-14-2009  
PUBLIC HEARING 4-14-2009  
ADVERTISEMENT DATE 3-27-2009  
PAGES Six (6)

**ORDINANCE NO: 868**

**AN ORDINANCE TO AMEND ORDINANCE NO. 866, ADOPTED NOVEMBER 11, 2008. AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.021(1), Florida Statutes, as amended, empowers the City Council of the City of Perry, Florida, hereinafter referred to as the City Council, to exercise governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services and to exercise any powers for municipal purposes, except where expressly prohibited by law; and

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERRY, FLORIDA, that:**

**Section 1.** Chapter 5 – Buildings, is hereby amended as follows:

**CHAPTER 5. BUILDINGS**

**Sec. 5.6 (1). Findings of fact and declaration of necessity.**

The city commission finds the following:

(1) *Existence of conditions.* There exists within the city blighted buildings or other structures used or intended to be used for commercial, business, institutional, industrial, single family or multifamily dwelling purposes that are contiguous to the right of way of U.S. Highway 19 and that because of structural or maintenance problems are abandoned, unsafe, and endanger the general health, welfare and safety of the general public and those who use or visit the structures.

(2) *Results if conditions uncorrected.* Blighted buildings and structures contribute to the development of an increase in crime, costs to public revenue and impair the efficient and economic exercise of governmental functions in such areas; and necessitate excessive and

disproportionate expenditure of public funds for public safety, crime prevention, fire protection and other public services.

(3) *Necessity to protect public health, safety and welfare.* The adoption of this article is necessary to protect the public health, safety and welfare of the people of the city by establishing minimum standards governing the facilities, repair and maintenance of buildings and grounds used for or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes. This article is intended to be remedial and essential to the public interest and welfare and to this extent it is intended that this building code be liberally construed to effectuate the purposes stated herein.

**Sec. 5.6 (2). Buildings affected.**

Every portion of a building or premises, used or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes that are contiguous to the right of way of Highway 19, shall comply with the provisions of this article, irrespective of when the building shall have been constructed, altered or repaired, except where specifically exempt as stated in this article, and irrespective of any permits or licenses that have been issued for the use of the building or premises, for the construction or repair of the building or for the installation or repair of equipment or facilities prior to the adoption of this article.

**Sec. 5.6 (3). Conflicts resolved.**

In any case where a provision of this article is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or other code provision of this city, the provision that establishes the higher standard for the promotion and protection of the public health, safety and welfare of the people shall prevail if the defect cited is hazardous to the health, safety and welfare of the people using the building or adjoining properties and the defect must be replaced to comply. If repairs will correct the defect cited, the repairs may be made using the same methods and materials used in the original construction.

**Sec. 5.6 (4). Standards for exterior property areas.**

(a) *Sanitation.* All exterior property and premise shall be maintained in a clean, safe and sanitary condition. Each occupant of the property shall keep that part of the exterior property that the occupant occupies or controls in a clean and sanitary condition. [Signage from a closed commercial business, institution or industrial operation shall be removed within one (1) year from closure.]

(b) *Weeds.* All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten inches. Weeds shall mean all grasses, annual plants and vegetation, other than trees or shrubs; however, the term shall not include cultivated flowers and gardens.

(c) *Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained so that they are structurally sound and in good repair.

(d) *Motor vehicles.* Except as permitted by the land development code in a particular zoning district, no motor vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled unless such work is performed inside a structure or similarly enclosed area designed for, and approved by the city for, such purpose. Unlicensed and/or uninsured motor vehicles, miscellaneous motor vehicle parts, materials, unmounted tires, scrap and salvage visible from the right of way of U.S. Highway 19 is prohibited.

(e) *Hazardous conditions.* It shall be unlawful for the owner or occupant to create, maintain, keep or allow the existence of any hazardous condition, equipment, facility, fixture, premises or building.

#### **Sec. 5.6 (5). Exterior structures.**

(a) *General.* The exterior of all buildings and structures shall be in compliance with the Florida Building Code and maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

(b) *Exterior painting.* All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

(c) *Street numbers.* Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way.

#### **Sec. 5.6 (6). Exterior walls.**

Building walls shall be maintained in a secure and safe manner as follows:

- (1) All defective structural and decorative elements of the building facade shall be removed, replaced or repaired.
- (2) All exterior walls shall have all loose material removed. Patching and resurfacing shall match the existing or adjacent surfaces as to material, color, bond and joinings.
- (3) All cornices, trim, and window frames that are damaged, sagging or otherwise deteriorated shall be removed, repaired or replaced so that they are structurally sound and secure.
- (4) All exposed materials shall be painted, stained or otherwise treated to protect them from the elements.

#### **Sec. 5.6 (7). Door and window openings.**

(a) All window and door openings shall be safe and secure. Sashes with rotten wood, broken joints, or deteriorated mullions or muntins shall be removed, repaired or replaced.

(b) All exterior doors and windows shall be maintained in an unbroken and secure condition. No door or window shall be removed and enclosed, covered or boarded up unless treated as an integral part of the building facade, compatible with the design, material and finish of the adjoining walls of which the opening is a part. This subsection shall not apply to the temporary short-term covering or boarding up of windows or doors while undergoing replacement or repair. However, all damaged or broken doors and windows shall be restored, repaired or replaced within 60 days following breakage or damage.

**Sec. 5.6 (8). Roofs.**

Roofs shall be maintained in a secure, safe and watertight condition. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

**Sec. 5.6 (9). Accessory and appurtenant structures.**

Signs, awnings, canopies, freestanding walls, and fences shall be maintained in good repair and condition. Deteriorated signs, torn or unsecured awnings or canopies, and any dilapidated free-standing wall or fence shall be removed, repaired or replaced.

**Sec. 5.6 (10) Non-Conforming Structure.**

All structures which were non-conforming as of the date of the adoption of the Land Development Regulations of the City of Perry (LDR) or in violation of the provisions of the Florida Building Code shall be subject to the following:

- (a) Enlargement of Structures - Non-Conforming structures shall not be enlarged or altered in a manner which increases its non-conformity or in violation of the Florida Building Code.
- (b) Damaged or Destruction of Structure - Non-Conforming structures which are damaged to the extent of more than fifty percent (50%) of their replacement value shall not be repaired, reconstructed or improved unless in compliance with the LDR and Florida Building Code. Structures which are destroyed shall not be rebuilt unless in compliance with the LDR and Florida Building Code.
- (c) Relocation of Structure - Non-Conforming structures shall not be relocated, moved or repositioned unless in compliance with the LDR and Florida Building Code.

**Sec. 5.6 (11). Compliance period.**

(a) Any other provision of this Code notwithstanding, corrective action ordered by the city manager or designee and which is visible from the right of way of U.S. Highway 19 shall be commenced and completed within the following time periods:

- (1) Property having an assessed value of \$100,000.00 or less as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 90 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (2) Property having an assessed value of more than \$100,000.00, but less than \$200,000.00 as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 60 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (3) Property having an assessed value of \$200,000.00 or more as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 30 days and shall be completed within 90 days from the date of written notice of noncompliance.

(b) The city manager or designee may stay enforcement for a further period of time, not to exceed six months from the initial notice, if the property owner demonstrates with tangible evidence that he/she is taking affirmative steps to abate the violations and requires additional time to fully comply.

#### **Sec. 5.6 (12) Penalty for Violation**

A violation of the provisions of this section shall be subject to penalties set forth in Section 5.5 of this Chapter.

#### **Section 2. Severability.**

If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 3.** This Ordinance may be read by title only pursuant to Section 2.13(b), Ordinance in General, of the Charter of the City of Perry, Florida.

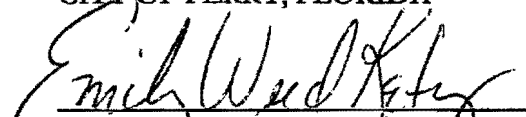
**Section 4. Conflict.** All Ordinances or portions of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED and ADOPTED** in regular session by the City Council of the City of Perry, Florida on this 14 day of April, 2009.


CITY COUNCIL  
CITY OF PERRY, FLORIDA

Attest:   
Clerk of the Council

  
EMILY WEED KETRING, MAYOR

Approved as to form:

  
ROBERT BROWN, City Manager

  
MICHAEL S. SMITH, City Attorney



INTRODUCED 07-23-2013  
FIRST READING 07-23-2013  
PASSAGE 08-13-2013  
EFFECTIVE DATE 08-13-2013  
PUBLIC HEARING 08-13-2013  
ADVERTISEMENT DATE 07-27-2013  
PAGES Six (6)

ORDINANCE NO: 928

AN ORDINANCE TO AMEND ORDINANCE NO. 868, ADOPTED APRIL 14, 2009. AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Section 166.021(1), Florida Statutes, as amended, empowers the City Council of the City of Perry, Florida, hereinafter referred to as the City Council, to exercise governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services and to exercise any powers for municipal purposes, except where expressly prohibited by law; and

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERRY, FLORIDA, that:

Section 1. Chapter 5 – Buildings, is hereby amended as follows:

CHAPTER 5. BUILDINGS

Sec. 5.6 (1). Findings of fact and declaration of necessity.

The city commission finds the following:

(1) *Existence of conditions.* There exists within the city blighted buildings or other structures used or intended to be used for commercial, business, institutional, industrial, single family or multifamily dwelling purposes that are contiguous to the right of way of U.S. Highway 19 and that because of structural or maintenance problems are abandoned, unsafe, and endanger the general health, welfare and safety of the general public and those who use or visit the structures.

(2) *Results if conditions uncorrected.* Blighted buildings and structures contribute to the development of an increase in crime, costs to public revenue and impair the efficient and economic exercise of governmental functions in such areas; and necessitate excessive and

disproportionate expenditure of public funds for public safety, crime prevention, fire protection and other public services.

(3) *Necessity to protect public health, safety and welfare.* The adoption of this article is necessary to protect the public health, safety and welfare of the people of the city by establishing minimum standards governing the facilities, repair and maintenance of buildings and grounds used for or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes. This article is intended to be remedial and essential to the public interest and welfare and to this extent it is intended that this building code be liberally construed to effectuate the purposes stated herein.

**Sec. 5.6 (2). Buildings affected.**

Every portion of a building or premises, used or intended to be used for commercial, business, institutional, industrial, single family or multi-family dwelling purposes that are contiguous to the right of way of Highway 19, shall comply with the provisions of this article, irrespective of when the building shall have been constructed, altered or repaired, except where specifically exempt as stated in this article, and irrespective of any permits or licenses that have been issued for the use of the building or premises, for the construction or repair of the building or for the installation or repair of equipment or facilities prior to the adoption of this article.

**Sec. 5.6 (3). Conflicts resolved.**

In any case where a provision of this article is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or other code provision of this city, the provision that establishes the higher standard for the promotion and protection of the public health, safety and welfare of the people shall prevail if the defect cited is hazardous to the health, safety and welfare of the people using the building or adjoining properties and the defect must be replaced to comply. If repairs will correct the defect cited, the repairs may be made using the same methods and materials used in the original construction.

**Sec. 5.6 (4). Standards for exterior property areas.**

(a) *Sanitation.* All exterior property and premise shall be maintained in a clean, safe and sanitary condition. Each occupant of the property shall keep that part of the exterior property that the occupant occupies or controls in a clean and sanitary condition. Signage from a closed commercial business, institution or industrial operation shall be removed within one (1) year from closure.

(b) *Weeds.* All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten inches. Weeds shall mean all grasses, annual plants and vegetation, other than trees or shrubs; however, the term shall not include cultivated flowers and gardens.

(c) *Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained so that they are structurally sound and in good repair.

(d) *Motor vehicles.* Except as permitted by the land development code in a particular zoning district, no motor vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled unless such work is performed inside a structure or similarly enclosed area designed for, and approved by the city for, such purpose. Unlicensed and/or uninsured motor vehicles, miscellaneous motor vehicle parts, materials, unmounted tires, scrap and salvage visible from the right of way of U.S. Highway 19 is prohibited.

(e) *Hazardous conditions.* It shall be unlawful for the owner or occupant to create, maintain, keep or allow the existence of any hazardous condition, equipment, facility, fixture, premises or building.

#### **Sec. 5.6 (5). Exterior structures.**

(a) *General.* The exterior of all buildings and structures shall be in compliance with the Florida Building Code and maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

(b) *Exterior painting.* All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

(c) *Street numbers.* Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way.

#### **Sec. 5.6 (6). Exterior walls.**

Building walls shall be maintained in a secure and safe manner as follows:

(1) All defective structural and decorative elements of the building facade shall be removed, replaced or repaired.

(2) All exterior walls shall have all loose material removed. Patching and resurfacing shall match the existing or adjacent surfaces as to material, color, bond and joinings.

(3) All cornices, trim, and window frames that are damaged, sagging or otherwise deteriorated shall be removed, repaired or replaced so that they are structurally sound and secure.

(4) All exposed materials shall be painted, stained or otherwise treated to protect them from the elements.

#### **Sec. 5.6 (7). Door and window openings.**

(a) All window and door openings shall be safe and secure. Sashes with rotten wood, broken joints, or deteriorated mullions or muntins shall be removed, repaired or replaced.

(b) All exterior doors and windows shall be maintained in an unbroken and secure condition. No door or window shall be removed and enclosed, covered or boarded up unless treated as an integral part of the building facade, compatible with the design, material and finish of the adjoining walls of which the opening is a part. This subsection shall not apply to the temporary short-term covering or boarding up of windows or doors while undergoing replacement or repair. However, all damaged or broken doors and windows shall be restored, repaired or replaced within 60 days following breakage or damage.

**Sec. 5.6 (8). Roofs.**

Roofs shall be maintained in a secure, safe and watertight condition. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

**Sec. 5.6 (9). Accessory and appurtenant structures.**

Signs, awnings, canopies, freestanding walls, and fences shall be maintained in good repair and condition. Deteriorated signs, torn or unsecured awnings or canopies, and any dilapidated free-standing wall or fence shall be removed, repaired or replaced.

**Sec. 5.6 (10) Non-Conforming Structure.**

All structures which were non-conforming as of the date of the adoption of the Land Development Regulations of the City of Perry (LDR) or in violation of the provisions of the Florida Building Code shall be subject to the following:

- (a) Enlargement of Structures - Non-Conforming structures shall not be enlarged or altered in a manner which increases its non-conformity or in violation of the Florida Building Code.
- (b) Damaged or Destruction of Structure - Non-Conforming structures which are damaged to the extent of more than fifty percent (50%) of their replacement value shall not be repaired, reconstructed or improved unless in compliance with the LDR and Florida Building Code. Structures which are destroyed shall not be rebuilt unless in compliance with the LDR and Florida Building Code.
- (c) Relocation of Structure – Non-Conforming structures shall not be relocated, moved or repositioned unless in compliance with the LDR and Florida Building Code.
- (d) No person or entity shall engage in any form of business or commerce by selling, trade, barter, donation, or in any other manner unless sale, display, preparation, and storage is conducted within a completely enclosed building that meets Florida Building Code or in a non-conforming structure that has continually existed and been occupied since the adoption of ordinance 868 on April 14, 2009 which had this building requirement intent. The limitation

on display will comply with the applicable City of Perry Land Development Regulations for the zoning district a property is located within. Conformity with all other City ordinances and Land Development Regulations are also required.

**Sec. 5.6 (11). Compliance period.**

(a) Any other provision of this Code notwithstanding, corrective action ordered by the city manager or designee and which is visible from the right of way of U.S. Highway 19 shall be commenced and completed within the following time periods:

- (1) Property having an assessed value of \$100,000.00 or less as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 90 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (2) Property having an assessed value of more than \$100,000.00, but less than \$200,000.00 as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 60 days and shall be completed within 90 days from the date of written notice of noncompliance.
- (3) Property having an assessed value of \$200,000.00 or more as determined by the Property Appraiser of Taylor County, Florida, corrective action shall be commenced within 30 days and shall be completed within 90 days from the date of written notice of noncompliance.

(b) The city manager or designee may stay enforcement for a further period of time, not to exceed six months from the initial notice, if the property owner demonstrates with tangible evidence that he/she is taking affirmative steps to abate the violations and requires additional time to fully comply.

**Sec. 5.6 (12) Penalty for Violation**

A violation of the provisions of this section shall be subject to penalties set forth in Section 5.5 of this Chapter.

**Section 2. Severability.**

If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 3.** This Ordinance may be read by title only pursuant to Section 2.13(b), Ordinance in General, of the Charter of the City of Perry, Florida.

**Section 4. Conflict.** All Ordinances or portions of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED and ADOPTED** in regular session by the City Council of the City of Perry, Florida on this 13 day of August, 2013.

Attest:

  
Clerk of the Council

  
CITY COUNCIL  
CITY OF PERRY, FLORIDA

DARYL GUNTER, MAYOR

Approved as to form:

  
ROBERT BROWN, City Manager

  
MICHAEL E. SMITH, City Attorney

Introduced: April 14, 2015  
Advertised: April 17, 2015  
First Reading: April 14, 2015  
Public Hearing: April 28, 2015  
Passage: April 28, 2015  
Effective Date: April 28, 2015  
Pages: (3) Three

## **ORDINANCE NO. 946**

**AN ORDINANCE TO AMEND CHAPTER 5, SECTION 5.6 OF THE CODE OF ORDINANCES. AN ORDINANCE OF THE CITY OF PERRY, FLORIDA, WHICH PROVIDES LEGISLATIVE FINDINGS, A DECLARATION OF NECESSITY, BUILDINGS AFFECTED, STANDARDS FOR EXTERIOR PROPERTY AREAS, PENALTIES, COMPLIANCE PERIOD, PROVIDES FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Section 166.021(1), Florida Statutes, as amended, empowers the City Council of the City of Perry, Florida, hereinafter referred to as the City Council, to exercise governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services and to exercise any powers for municipal purposes, except where expressly prohibited by law; and

**WHEREAS**, the City Council of the City of Perry, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Perry.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS THAT THE CODE OF ORDINANCES OF THE CITY OF PERRY IS AMENDED AS FOLLOWS:**

## SECTION I:

Chapter 5, Section 5.6 shall be amended to read as follows:

*(~~Strikethrough~~ indicates deletion; Underline indicates added text)*

### **Section 5.6(4). Standards for exterior property areas.**

(f) Paved Areas. Any paved surface greater in area than one hundred (100) square feet that is not currently serving as parking space or other accessory for an active business enterprise at the location shall be aesthetically maintained by taking any of the following action(s):

(i) Erecting and maintaining planter boxes with decorative shrubbery that tends to obstruct the view of the paved surface from motorists traversing Highway 19, with an aggregate height of at least six (6) feet, running parallel to Highway 19 for the length of the paved surface, and being placed no more than five (5) feet from the sidewalk.

(ii) Erecting and maintaining any other method of beautification with the consent of the City Manager.

## SECTION II:

Chapter 5, Section 5.6 shall be amended to read as follows:

*(~~Strikethrough~~ indicates deletion; Underline indicates added text)*

### **Section 5.6(7). Door and window openings.**

(c) All first floor windows visible from the street of occupied commercial buildings must have displays in the windows relating to the commercial business activity or other decorative displays. All first floor windows visible from the street of unoccupied commercial buildings must have decorative displays relating to the history of Perry/Taylor County, and/or the current climatic and/or holiday season, and/or curtains/blinds/sheers or other similar window treatment to eliminate a vacant appearance.

## SECTION III:

Chapter 5, Section 5.6 shall be amended to read as follows:

*(~~Strikethrough~~ indicates deletion; Underline indicates added text)*



**Section 5.6(11). Penalty for Violation.**

A violation of the provisions of this section shall be subject to penalties set forth in Section 5.5 of this Chapter. In addition to the penalties set for in Section 5.5 of this Chapter, a violation of Section 5.6(4)(f) or 5.6(7) may be, pursuant to order of the Code Enforcement Board or Magistrate as applicable, remedied and brought into compliance by the City of Perry with the City of Perry being able to place a lien against the property for the cost of taking the corrective action.

**SECTION IV:**

If any section, clause, sentence, or phrase of this Ordinance as amended is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the viability of the remaining portions of this Ordinance.

**SECTION V:**

Section I of this Amendment shall be effective six months after its adoption by the City Council of the City of Perry. Section II of this Amendment shall be effective thirty (30) days after its adoption by the City Council of the City of Perry. Section III of this Amendment shall be effective thirty (30) days after its adoption by the City Council of the City of Perry. All other Sections of this Amendment shall be effective immediately after its adoption by the City Council of the City of Perry.

**BE IT SO ORDAINED** by the City Council of the City of Perry, Florida, in a regular meeting assembled on the 8<sup>th</sup> day of April, 2015.

  
\_\_\_\_\_  
MIKE DEMING, MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF THE CITY COUNCIL

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION DECLARING NOVEMBER 13, 2015, AS WORLD PANCREATIC CANCER DAY IN TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

### MEETING DATE REQUESTED:

OCTOBER 20, 2015

**Statement of Issue:** THIS REQUEST COMES FROM ALISON STROTHER OF THE PANCREATIC CANCER ACTION NETWORK.

**Recommended Action:** APPROVAL

**Fiscal Impact:** NONE

**Budgeted Expense:**

**Submitted By:** DUSTIN HINKEL 838-3500 X 7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**



## **PANCREATIC CANCER ACTION NETWORK**

To Whom It May Concern,

I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 40,560 Americans who will die of pancreatic cancer in 2015, approximately 2,980 of whom live in Florida. In 2015, pancreatic cancer will afflict more than 48,960 Americans, 73% of whom will die within one year of their diagnosis, and 93% of whom will die within five years of diagnosis.

On December 24, 2012, I lost my dad, Bill Hill, to pancreatic cancer at the age of 61. Diagnosed at Stage IV, my dad was only expected to live another 3-6 months. He was determined to fight this disease with everything in him and, despite the grim prognosis, made a date to see his doctors the following year. He kept that date, but died only a few days later. Advances in early detection and treatment options are key to beating this disease and could have made the difference in saving my dad's life.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the only major cancer with a five-year relative survival rate in the single digits at just seven percent. Furthermore, the incidence and death rate for pancreatic cancer are increasing, and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a proclamation supporting the observance World Pancreatic Cancer Day you can help us to raise awareness in our community.

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and NCI funding information, upon request.

We request that one original of the proclamation be made available for our records. Please contact me at 904-868-1030 or [alison.strother@comcast.net](mailto:alison.strother@comcast.net) with any questions. I look forward to working with you to issue a proclamation that will recognize World Pancreatic Cancer Day and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Sincerely,

Alison Strother

**TAYLOR COUNTY BOARD OF COMMISSIONERS****(20)****County Commission Agenda Item****SUBJECT/TITLE:**

BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM REIMBURSEMENT AGREEMENT FOR THE WIDENING & RESURFACING OF CARLTON CEMETERY ROAD AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.

**MEETING DATE REQUESTED:**

November 2, 2015

**Statement of Issue:**

Under the Florida Department of Transportation's Small County Outreach Program (SCOP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

**Recommended Action:**

The Board of County Commissioners should approve the SCOP Reimbursement Agreement to widen and resurface Carlton Cemetery Road from Puckett Road to US Hwy 19/98, approximately 1.9 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board of County Commissioners.

**Fiscal Impact:** FISCAL YR 2016/17 - \$1,140,000.00 SCOP Funding

**Budgeted Expense:** NO (FY 16/17)

**Submitted By:** COUNTY ENGINEER

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:**

Taylor County has elected to participate in the Florida Department of Transportation's Small County Outreach Program (SCOP). Under this program the County receives funding to resurface or reconstruct previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work and successful bidder prior to beginning any construction activities. However, once approved, FDOT will reimburse up to \$1,140,000.00 toward the construction, design and administration cost of the proposed improvements. The agreement requires that The Board let the construction contract on or before December 31, 2016, and complete the project by June 30, 2018.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT.

**Options:**

- 1) Award the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

**Attachments:**

FDOT SCOP Reimbursement Agreement – Carlton Cemetery Road  
Resolution authorizing Chair to sign the agreement on behalf of the Commission



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-2014

JIM BOXOLD  
SECRETARY

October 13, 2015

Kenneth Dudley  
Taylor County Engineer  
201 E. Green Street  
Perry, Florida 32347

**Subject: Small County Outreach Program Agreement  
Widening and Resurfacing of Carlton Cemetery Road  
From Puckett Road to US 19/98  
Financial Project ID: 434557-1-54-01**

Dear Mr. Dudley:

Enclosed for execution are three (3) copies of the Small County Outreach Program Agreement for the widening and resurfacing of Carlton Cemetery Road from Puckett Road to US 19/98 in Taylor County, Florida. This Agreement details the terms and conditions for construction of the subject improvements which Taylor County will undertake. Please do not date the Agreement as other approvals must be secured prior to establishing the execution date.

**In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.**

Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate **(\$1,140,000.00.)** A final copy of the design plans must also be provided for our files.

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

Sincerely,

Kim Evans  
District Local Program Administrator

/ke  
Enclosures

cc: Mr. Dustin Hinkel, County Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

<b>Financial Project No:</b> <u>434557-1-54-01</u>	<b>Vendor No.:</b> <u>F596000879041</u>
<b>Contract No.</b> _____	<b>CSFA No. and Title:</b> <b>55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)</b>
	<u>55.009</u>

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the State of Florida, Department of Transportation ("Department") and Taylor County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, and D are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

- F. Waiver or reduction of the Recipient contribution is authorized by the Department, as authorized in Section 288.0656(7)(a), Florida Statutes, and the waiver of financial match requirements in Section 288.06561, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit “A” for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement (“Effective Date”) and continue through 06/30/2018. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
  - a. Design plans contract to begin on or before 03/31/2016, and design plans to be completed by 09/30/2016.
  - b. Actual Construction shall begin no later than 12/31/2016, and be completed by 06/30/2018.
4. The Department will participate in a maximum of 100% of the actual total project costs up to \$1,140,000.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department’s participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
  - a. The Department agrees to compensate the Recipient for services described in Exhibit “A”, and as set forth in the Method of Compensation in Exhibit “B”.
  - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
  - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 434557-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”. Any changes to the deliverables shall require written approval in advance by the Department.



- d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit “D.”
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement’s term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman

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

- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

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

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
  - l. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
  - m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
  - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the 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 Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements

of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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.

- ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
  - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
  - c. 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, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. .
9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
  - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly

provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“To the fullest extent permitted by law the Recipient’s contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.

To the fullest extent permitted by law, the Recipient’s consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

17. The Recipient shall carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage



insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:  
Florida Department of Transportation  
Kim Evans, District Local Programs Admin.  
1109 South Marion Avenue  
Lake City, Florida 32025  
Attention: Project Manager  
Copy: District Chief Counsel

TO RECIPIENT:  
Taylor County Engineer  
Kenneth Dudley  
201 E. Green Street  
Perry, Florida 32347

23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
24. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
25. This Agreement shall not be construed to grant any third party rights.
26. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:

- i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
32. This Agreement may be executed in duplicate originals.
33. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

TAYLOR COUNTY  
(Name of RECIPIENT)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

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

Attest: \_\_\_\_\_

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

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

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

Title: District Secretary \_\_\_\_\_

Attest: \_\_\_\_\_

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

Legal Review: \_\_\_\_\_

See attached encumbrance form for date of funding  
approval by Comptroller

Recipient's Legal Review \_\_\_\_\_

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

**EXHIBIT “A”**  
**SCOPE OF SERVICES AND**  
**DELIVERABLES**

The project consists of the Design, Construction and Construction Engineering Inspection for the widening and resurfacing of Carlton Cemetery Road from Puckett Road to US 19/98 in Taylor County, Florida as follows:

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

**AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department’s file. The Agency is required to send an Engineer’s Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtain following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available.

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

The Department’s maximum participation is not to exceed \$1,140,000.00

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

## EXHIBIT "B"

### METHOD OF COMPENSATION

FINANCIAL PROJECT NO. 434557-1-54-01

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Taylor County  
referenced by the above Financial Project Number.

#### Schedule of Funding:

	FY 2016	FY _____	FY _____	TOTAL
I. TOTAL PROJECT COST:	\$	\$	\$	\$
Design	\$	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$1,140,000	\$	\$	\$1,140,000
CEI	\$	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$	(100%) or \$	(100%) or \$	(%) or \$
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$1,140,000	\$	\$	\$1,140,000

Please submit 1 (insert no. of invoices required) copies of invoice(s) to the following address:  
Kim Evans, District Local Programs Administrator - MS 2014, 1109 South Marion Avenue,  
Lake City, Florida 32025

**EXHIBIT “C”**

**STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

**CSFA Number:** 55.009

**Award Amount:** 1,140,000

Specific information for CSFA Number 55.009 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

Compliance requirements for CSFA Number 55.009 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

**EXHIBIT "D"**  
**NOTICE OF COMPLETION**

**SMALL COUNTY OUTREACH PROGRAM**

**Between**

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

**And**

**Taylor County RECIPIENT**

**PROJECT DESCRIPTION:** widening and resurfacing of Carlton Cemetery Road from Puckett Road to US 19/98

**FINANCIAL PROJECT NUMBER:** 434557-1-54-01

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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

**WHEREAS**, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Outreach Program (SCOP) Reimbursement Agreement to widen and resurface Carlton Cemetery Road from Puckett Road to US Hwy 19/98 for approximately 1.9 miles.

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

2. The Chair of the Board is authorized to enter into the SCOP Reimbursement Agreement to widen and resurface Carlton Cemetery Road from Puckett Road to US Hwy 19/98 for approximately 1.9 miles in Taylor County, Florida.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

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

Pat Patterson, Chair

ATTEST:

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

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM REIMBURSEMENT AGREEMENT FOR THE WIDENING & RESURFACING OF SAN PEDRO ROAD (CR 356) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.

**MEETING DATE REQUESTED:**

November 2, 2015

**Statement of Issue:**

Under the Florida Department of Transportation's Small County Outreach Program (SCOP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

**Recommended Action:**

The Board of County Commissioners should approve the SCOP Reimbursement Agreement to widen and resurface San Pedro Road (CR 356) from Faulkner Road to US Hwy 27, approximately 3.1 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board of County Commissioners.

**Fiscal Impact:** FISCAL YR 2016/17 - \$1,133,182.00 SCOP Funding

**Budgeted Expense:** NO (FY 16/17)

**Submitted By:** COUNTY ENGINEER

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

Taylor County has elected to participate in the Florida Department of Transportation's Small County Outreach Program (SCOP). Under this program the County receives funding to resurface or reconstruct previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work and successful bidder prior to beginning any construction activities. However, once approved, FDOT will reimburse up to \$1,133,182.00 toward the construction, design and administration cost of the proposed improvements. The agreement requires that The Board let the construction contract on or before December 31, 2016, and complete the project by June 30, 2018.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT.

**Options:**

- 1) Award the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

**Attachments:**

FDOT SCOP Reimbursement Agreement – San Pedro Road (CR 356)  
Resolution authorizing Chair to sign the agreement on behalf of the Commission



## *Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-2014

JIM BOXOLD  
SECRETARY

October 13, 2015

Kenneth Dudley  
Taylor County Engineer  
201 E. Green Street  
Perry, Florida 32347

**Subject: Small County Outreach Program Agreement  
Widening and Resurfacing of CR 356/San Pedro Road  
From Faulkner Road to US 27  
Financial Project ID: 430704-1-54-01**

Dear Mr. Dudley:

Enclosed for execution are three (3) copies of the Small County Outreach Program Agreement for the widening and resurfacing of CR 356/San Pedro Road from Faulkner Road to US 27 in Taylor County, Florida. This Agreement details the terms and conditions for construction of the subject improvements which Taylor County will undertake. Please do not date the Agreement as other approvals must be secured prior to establishing the execution date.

**In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.**

Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (\$1,133,182.00.) A final copy of the design plans must also be provided for our files.

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

Sincerely,

Kim Evans  
District Local Program Administrator

/ke  
Enclosures

cc: Mr. Dustin Hinkel, County Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

<b>Financial Project No:</b> <u>430704-1-54-01</u>	<b>Vendor No.:</b> <u>F596000879041</u>
<b>Contract No.</b> _____	<b>CSFA No. and Title:</b> 55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)  <u>55.009</u>

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the State of Florida, Department of Transportation (“Department”) and Taylor County, (“Recipient”). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program (“SCOP”) has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (“RAO”)) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit “A” attached and incorporated in this Agreement (“Project”), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, and D are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

- F. Waiver or reduction of the Recipient contribution is authorized by the Department, as authorized in Section 288.0656(7)(a), Florida Statutes, and the waiver of financial match requirements in Section 288.06561, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through 06/30/2018. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
  - a. Design plans contract to begin on or before 03/31/2016, and design plans to be completed by 09/30/2016.
  - b. Actual Construction shall begin no later than 12/31/2016, and be completed by 06/30/2018.
4. The Department will participate in a maximum of 100% of the actual total project costs up to \$1,133,182.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
  - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
  - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
  - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 430704-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approval in advance by the Department.

- d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit “D.”
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement’s term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman

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

- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

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



- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
  - l. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
  - m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
  - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the 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 Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements

of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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.

- ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
  - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. 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, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- 6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. .
9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
  - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly

provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“To the fullest extent permitted by law the Recipient’s contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.

To the fullest extent permitted by law, the Recipient’s consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

17. The Recipient shall carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage

insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:  
Florida Department of Transportation  
Kim Evans, District Local Programs Admin.  
1109 South Marion Avenue  
Lake City, Florida 32025  
Attention: Project Manager  
Copy: District Chief Counsel

TO RECIPIENT:  
Taylor County Engineer  
Kenneth Dudley  
201 E. Green Street  
Perry, Florida 32347

23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
24. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
25. This Agreement shall not be construed to grant any third party rights.
26. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:



- i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
32. This Agreement may be executed in duplicate originals.
33. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

TAYLOR COUNTY  
(Name of RECIPIENT)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

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

Attest: \_\_\_\_\_

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

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

Recipient's Legal Review \_\_\_\_\_

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

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

Title: District Secretary \_\_\_\_\_

Attest: \_\_\_\_\_

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

Legal Review: \_\_\_\_\_

See attached encumbrance form for date of funding  
approval by Comptroller

## **EXHIBIT “A”**

### **SCOPE OF SERVICES AND**

### **DELIVERABLES**

The project consists of the Design, Construction and Construction Engineering Inspection for the widening and resurfacing of CR 356/San Pedro Road from Faulkner Road to US 27 in Taylor County, Florida as follows:

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

#### **AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department’s file. The Agency is required to send an Engineer’s Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtained following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available.

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

The Department’s maximum participation is not to exceed \$1,133,182.00

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

## EXHIBIT "B"

### METHOD OF COMPENSATION

FINANCIAL PROJECT NO. 430704-1-54-01

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Taylor County  
referenced by the above Financial Project Number.

Schedule of Funding:

	FY 2016	FY _____	FY _____	TOTAL
I. TOTAL PROJECT COST:	\$	\$	\$	\$
Design	\$	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$1,133,182	\$	\$	\$1,133,182
CEI	\$	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$	(100%) or \$	(100%) or \$	(%) or \$
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$1,133,182	\$	\$	\$1,133,182

Please submit 1 (insert no. of invoices required) copies of invoice(s) to the following address:  
Kim Evans, District Local Programs Administrator - MS 2014, 1109 South Marion Avenue,  
Lake City, Florida 32025

## **EXHIBIT “C”**

### **STATE FINANCIAL ASSISTANCE**

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

##### **SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

**CSFA Number:** 55.009

**Award Amount:** 1,133,182

Specific information for CSFA Number 55.009 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

Compliance requirements for CSFA Number 55.009 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

**EXHIBIT "D"**  
**NOTICE OF COMPLETION**

SMALL COUNTY OUTREACH PROGRAM

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

Taylor County RECIPIENT

PROJECT DESCRIPTION: widening and resurfacing of CR 356/San Pedro Road from Faulkner Road to US 27

FINANCIAL PROJECT NUMBER: 430704-1-54-01

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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

**WHEREAS**, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Outreach Program (SCOP) Reimbursement Agreement to widen and resurface San Pedro Road (CR 356) from Faulkner Road to US Hwy 27 for approximately 3.1 miles.

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

1. The Chair of the Board is authorized to enter into the SCOP Reimbursement Agreement to widen and resurface San Pedro Road (CR 356) from Faulkner Road to US Hwy 27 for approximately 3.1 miles in Taylor County, Florida.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

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

Pat Patterson, Chair

ATTEST:

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

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Requesting Board to approve and execute the Grant Agreement (16RC-A4-03-72-01-XXX) with the Florida Division of Emergency Management for funding awarded to the County in the amount of \$194,000 through the Residential Construction Mitigation Program (RCMP).

**MEETING DATE REQUESTED:**

November 2, 2015

**Statement of Issue:** The County was awarded funding assistance through the RCMP grant program for housing rehabilitation funding which can be used to “strengthen” and improve resiliency of residential structures from hurricanes and severe weather events. These funds can be used separately or in conjunction with CDBG and SHIP funds.

**Recommended Action:** Board to approve State-Funded Grant Agreement No. 16RC-A4-03-72-01-XXX in the amount of \$194,000.

**Fiscal Impact:** The County was awarded \$194,000 with no match required from the County.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County submitted grant application in July 2015 requesting funding assistance in the amount of \$194,000 to be used to strengthen and improve resiliency of residential structures from hurricanes and severe weather events. This funding can be used to: Replace roofs, roofing improvements, install new door and window opening protection, roof to wall to foundation connections, and anchoring of wall or floor units. Government Services Group (GSG) provides SHIP grant administration and inspection services to the County and will assist the County in administering the grant. The County has advertised and currently is receiving applications from residents for assistance through this program.



**Attachments: State-Funded Grant Agreement 16RC-A4-03-72-01-XXX.**

Agreement Number: 16RC-A4-03-72-01-XXX

Project Number: RCMP2016-015

### **STATE-FUNDED GRANT 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 County 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 funds from the State of Florida, General Appropriations Act of 2015-2016 for the purposes set forth in Section 215.559, Fla. Stat., and has the authority to grant these funds to the Recipient upon the terms and conditions below.

C. The Division has statutory authority to disburse 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 to 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 B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end **June 30, 2016**, 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

(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 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 non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$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, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this

Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. 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, Fla. Stat., 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). Additional information on the Florida Single Audit Act may be found at the following website:

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Florida Division of Emergency Management at the following address:

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

OR  
DEMSingle\_Audit@em.myflorida.com

The Florida Auditor General's Office at the following address:

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

4. Any reports, management letters, or other information required to be submitted to the Division pursuant to this Agreement shall be submitted on time as required under 2 C.F.R. Part 200, 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 Division of Emergency Management for audits done in accordance with 2 C.F.R Part 200 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.

(f) If the audit shows that all or any portion of the funds disbursed hereunder 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.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (CPA) licensed under Chapter 473, Fla. Stat. The (CPA) shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) 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 sub-recipients 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 60 days after termination of this Agreement or 60 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 E.

(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 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:

Meredith VanValkenburgh, Project Manager  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
Telephone: 850-413-9946  
Fax: 850-413-9857  
Email: Meredith.VanValkenburgh@em.myflorida.com

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

Ms. Melody Cox, Grant Director  
201 East Green Street  
Perry, Florida 32347  
Telephone: 850-838-3553  
Email: [melody.cox@taylorcountygov.com](mailto: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 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 and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(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 \$194,000.00, 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 2 C.F.R Part 200. 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 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 2 C.F.R. Part 200 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 the "Florida Division of Emergency Management", and mailed directly to the following address:

Florida 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 pre-audit and post-audit 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 expenditures of state financial assistance shall 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.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

**(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 sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 C.

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

**RECIPIENT:**

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

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

Name and title: \_\_\_\_\_

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

FID# \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANGEMENT**

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

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

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



**EXHIBIT – 1**

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

**State Project – Residential Construction Mitigation Program**

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Residential Construction Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: \$ 194,000.00

## **Attachment A**

### **Budget and Scope of Work**

Taylor County Board of County Commissioners (Recipient) will provide residential wind mitigation retrofit improvements as identified in RFP-DEM-13/14-034 on as many residential structures as possible during the period of performance of this Agreement and within the award amount. The Division of Emergency Management's (Division) Property Information Spreadsheet will be a controlling document that forecasts and monitors expenditures for the approved mitigation properties. All residential structures shall be located within Taylor County and be approved by the Division. Any changes on selected structures shall be immediately reported to RCMP grant manager. The Recipient will focus on a systemic approach that ties together all aspects of wind mitigation. A "systemic approach" must be in adherence to Florida Statute (FS) 553.844 Windstorm Loss Mitigation; Requirements for Roofs and Opening Protection. Deviation from a systemic approach must be approved by both the Recipient and the Division. Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the wind mitigation retrofit projects approved. This includes but is not limited to subcontractor selection and payments, reimbursement requests and accountability for all Division funds awarded. All wind mitigation projects will conform to the higher standard of protection. Therefore Residential Construction Mitigation Program (RCMP) implements the minimal standard as Wind-borne Debris Regions stipulated within the Florida Building Code (FBC), 5th edition. The Recipient will provide residential wind mitigation retrofit improvements as identified in RFP-DEM- 14-15-043 on as many qualified, residential structures as possible during the period of performance of this Agreement and within the award amount.

#### **ORDER OF AUTHORITY:**

The Recipient agrees to follow the Florida Building Code. First authority rests in Florida Statute 553.844 which is further clarified within the associated Florida Building Codes for wind retrofit and high velocity wind zones. Where Florida Statute 553.844 or the Florida Building Code is not clear, RCMP advises using FEMA publication P-55 Coastal Construction Manual: Principles and Practices of Planning, Siting, Designing, Constructing, and Maintaining Residential Buildings in Coastal Areas, 4th Edition (2011), and FEMA P-804 Wind Retrofit Guide for Residential Buildings (2010) as a reference. Florida Statute 553.844 in conjunction with all relevant Florida Building codes for wind retrofit and high velocity wind zones will maintain final authority.

#### **RIGHT OF REFUSAL:**

The Division **retains the right of refusal for any project or property** submitted to the Division. This right can be executed with cause or without cause.

#### **REGARDING THE REQUEST FOR PROPOSAL:**

The Request for Proposal (RFP) constitutes a framework for proposals. The RFP does not replace the State Funded Grant Agreement, Scope of Work, and all other attachments. Further an RFP is defined by Florida Statute 287.057 wherein, "An agency shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document." The RFP remains a response and acts, in kind, as an application from an applicant.

#### **TASKS:**

**Task 1 (Identification and inspection):** The Recipient shall establish and utilize a selection process that identifies residential structures for possible wind mitigation retrofit. Wind mitigation inspection shall be performed by a state certified wind mitigation inspector, local building official, or licensed general

contractor. The inspector will identify any previous wind mitigation improvements or deficiencies and whether or not the structure may be safely, adequately, and effectively retrofitted for wind mitigation to lessen the impact of wind related damage. The Recipient will make application for "systemic" wind mitigation. Systemic refers to the structures ability to bear excess or excessive wind loads from the top of the structure through to the foundation of the structure. Where a systemic approach cannot be implemented, the Recipient must have a clear justification for the reason why the systemic approach cannot be implemented (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures). Pursuant to Florida Statute 553.844, systemic will be defined as the "strengthening of existing site-built, single family residential structures to resist windstorm forces shall be provided" to include the following wind mitigation activities:

- a) Replacement of roof sheathing, ref. FBC R803; Roof sheathing shall be attached in compliance with the FBC Residential Section 803, FS 553.844.
- b) Replacement of roof covering, ref. FBC R4402.10; the RCMP defines roof covering as 3 tab shingles referenced in FBC Residential Section 4402.1.
- c) Strengthening of roof deck attachment, ref. FBC R907.7.1
- d) Strengthening of roof to wall connection, ref. FBC R907.8.1;
- e) Installation of secondary water barrier, ref. FBC R907.7.2;
- f) Installation of hurricane straps, ref. FBC R907.8.2;
- g) Opening protection systems must contain products that are certified to resist Large Missile Impact. Installation of shutters, door opening protection, roof -vent, soffits, and louvres, ref. FBC B2410;
- h) Installation of impact resistant shutters, doors, and garage doors ref. FBC B2410;
- i) Brace bottom chord gable end, ref. FBC B1701;

RCMP advises but does not mandate that wall to foundation connections be assessed for structural stability and integrity.

All mitigation construction work must be completed by a Qualified, Licensed Florida Contractor. All residential structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. All mitigation retrofits shall minimally meet the associated building codes referenced above. Further, all mitigation retrofit activities will comply with local building codes and manufacturer's specifications.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved by the Division.

After the execution of a State-Funded Grant Agreement, the Recipient shall conduct an inspection of residential properties and identify a group of properties eligible for mitigation retrofit improvements.

1. The Recipient shall submit a list of those properties to the Division within 30 days of the executed agreement.
2. The Recipient shall submit the property information sheet with the estimated mitigation costs on a 2016 Property Information Spreadsheet (PIS) provided by the Division at the time of Award.
3. Color digital photographs that include but are not limited to, interior attic pictures of trusses and gables, condition of the roof, ventilation pipes found on the roof, condition of soffit and fascia, condition and number of windows and doors, and a 360 degree exterior walk of the structures are required with the submission of the PIS.
4. The Recipient may identify additional properties until April 15, 2016.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. A property with a BCA ratio of one (1) or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater.

**Task 2 (Submission of identified properties):** The Recipient shall submit to the Division a Property Information Spreadsheet (PIS) for each residential property identified for possible wind mitigation retrofits.

The Recipient will provide all the requested information for each residential structure, to include color digital photographs. The electronic PIS will be provided to the Recipient by the Division and should not be altered in anyway. As part of the submission, the Recipient shall identify whether:

- a) the residence is a site built, single family residence;
- b) all improvements on the residence were permitted;
- c) the structure is the primary residence of the homeowner, and,
- d) any outstanding liens or judgments that are attached to the residence or its underlying property has been satisfied.

The Recipient shall select a Qualified; Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved residential structure.

**No construction shall be started prior to the Division's approval of the wind mitigation retrofit improvements.**

**Task 3 (Scope of work development):** The Recipient shall develop a Scope of Work (SOW) for each property and send a copy of each residence's SOW to the Division for RCMP approval. The SOW shall be based on all the mitigation retrofit measures identified on the Property Information Spreadsheet and approved by the Division. The Recipient shall select a Qualified; Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved residential structure.

**No construction shall be started prior to the Division's approval of the individual scope of work for each residential structure for wind mitigation retrofit improvements.**

**Task 4 (Construction):** Upon completion and approval of Tasks 1 through 3, the construction phase shall commence. No construction shall be begin prior to the Division's approval of the **individual scope of work**. The Recipient is responsible for supplying all relevant Florida product approval codes for each residence to the Division. The Recipient or its Subcontractors shall complete all wind mitigation retrofit measures as approved by the Division and identified on the Property Information Sheet. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Documentation is required to support each RFR. In some cases, all the wind mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

**Task 5 (Final inspection):** Upon completion of the wind mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the State Mitigation Technical Unit to ensure that all projects have been completed in accordance with RCMP parameters.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a request for project closeout. Final RFR request cannot be processed until Division has had received final signoff from the State Mitigation Technical Unit regarding project completion. Recipient is must still submit a final RFR with their request for project closeout.

**Construction expenses:** The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

**Administrative expenses:** The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks

performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

### **DELIVERABLES:**

**Deliverable 1 (Identification and inspection; submission of identified properties):** Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed initial Property Information Spreadsheet (PIS). All the requested information identified by the PIS is required and shall be provided, including multiple color non-pixelated photographs provided in digital format. The color digital photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site or DEM web based application (Sharepoint). The RCMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on an aggregate BCA ratio.

**Due Date:** Initial PIS is due September 30, 2015. This initial PIS should record 10 potential properties. Recipient requested addition or deletion of properties is due by April 15, 2016.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative expenses and Construction Expenses associated with property identification, plan development, completion, and submission of the initial Division's Property Information Spreadsheet (PIS).

**Deliverable 2 (Scope of work development):** Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and RCMP Project Number;
- b) Date of Report;
- c) Property Owner's Name;
- d) Selected Contractor's Name and date of contractor selection for each mitigation measure; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

**Due Date:** Within fourteen days of Contractor selection.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses associated with each approved Property's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

**Deliverable 3 (Construction):** Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice shall meet Florida's Department of Financial Service standards for invoicing. They should include but are not limited to:
  - 1) Start Date of Work Period (start of invoice period);
  - 2) End Date of Work Period (end of invoice period);
  - 3) Description of Work Performed; and,
  - 4) Payment amount requested for reimbursement.
- b) Request for Reimbursement (Attachment D)
  - 1) Signed and dated Summary Page with relevant Detail Pages;
  - 2) Sub-Contractor's Invoice:
    - a. Sub-Contractor Name;

- b. Property owner name and address;
- c. Date work performed;
- d. Exact mitigation measure completed, quantity ; and,
- e. Amount requested for each mitigation measure,
- 3) Copies of Canceled Checks or Electronic Funds Payment Verification;
- 4) Quarterly Report; and,
- 5) Affidavit of Partial Competition (if applicable).

**Due Date:** Deliverable 3, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due no later than 10 days after the close of the quarter.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. The "Final Reimbursement Request" must be submitted by July 15, 2016.

**Deliverable 4 (Final inspection):** Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package CD to include the following:

- a) Request For Final Inspection on agency/company letter head identifying the RCMP Project number, contract number and must include the following statements:
  - 1) The project is 100% complete;
  - 2) Scope of Work for each residential structure has been completed; and,
  - 3) All relevant building Codes and Standards have been satisfied.
- b) A CD or other digital media that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
  - 1) Approved PIS;
  - 2) Scope of Work;
  - 3) Color Photographs, in digital format, documenting mitigation work post;
  - 4) Building Permit;
  - 5) Approved Post Inspection Reports/Certificates of Completion for each Residential Structure;
  - 6) Florida Approved Product Code, Notice of Acceptance/Product Approvals; and,
  - 7) Lien Waivers.
- c) An Electronic Spreadsheet to include;
  - 1) Homeowner's Name;
  - 2) Homeowner's Address;
  - 3) Pre and Post Inspection Dates;
  - 4) Retrofit Measures Completed;
  - 5) Retrofit Cost; and,
  - 6) Homeowner's Insurance Company and Policy Number (When Available).

**Due Date:** On or before May 15, 2016

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The "Final Reimbursement Request" must be submitted by July 15, 2016.

**Financial Consequences:** If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the current award for the recipient;
- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

**TABLE 1: BUDGET**

**BUDGET:** The Budget is designed to account for RCMP Awarded Funds. Each invoice and RFR should clearly identify the amount of RCMP funds requested and provide supporting documentation. This is RCMP Project Number **RCMP16-015, Taylor County Board of County Commissioners**. The Period of Performance for this project shall end **June 30, 2016**.

EXPENDITURE CATEGORIES AWARD	RFP-DEM 13-14-043
	RCMP AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
<b>Administrative Expenses</b> Indirect Costs: Costs that is difficult to assign to a specific project. For example: administrative staff, utilities, rent, miscellaneous supplies purchased in bulk	\$19,400
<b>Program Expenses</b> Direct Costs: Activities or services that benefit a specific project. For example: project specific construction costs, materials, inspections, and staff hours with activities directly related.	\$174,600
<b>Totals</b>	<b>\$194,000</b>

**Project Timeline:**

No work shall be performed under this Agreement prior to the Agreement execution date and the issuance of a Notice to Proceed. All subcontracts must be reviewed by the Division prior to execution. The Recipient is required to complete the mitigation work prior to the Final Close-Out Package due on **May 15, 2016**. Upon submission of the Final Close-Out Package, the Division will schedule on-site visits with the Recipient to inspect and confirm the mitigation work has been completed in compliance with this Agreement. All applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications must be certified by the local building official. Any mitigation deficiencies identified by the Division must be corrected by the end of the contract on **June 30, 2016**. A final invoice with complete documentation is due by **June 1, 2016**. Missing or incomplete documentation submitted with the final reimbursement request may result in a partial reimbursement. The project file will be closed on **August 15, 2016**.

**Table 2. Key Deliverable Dates**

<b>KEY ACTIVITY</b>	<b>DUE DATE</b>	<b>COMMENT</b>
Deliverable 1: Completed PIS and required data	30 days after contract execution	Additional or Deletion of properties by April 15, 2016.
Deliverable 2: Property	Within 14 Days of contractor	
Deliverable 3: Quarterly Reports	September 30 <sup>th</sup> , December 31 <sup>st</sup> , March 31 <sup>st</sup> , June 30 <sup>th</sup>	Quarterly Reports are due 10 days after end of the quarter.
Deliverable 3: Quarterly Reports and RFR for Construction phase	September 30 <sup>th</sup> , December 31 <sup>st</sup> , March 31 <sup>st</sup> , June 30 <sup>th</sup>	Minimum RFR is due every quarter. RFR submitted with the Quarterly report. Due 10 days after end of the Quarter.
Deliverable 4: Final	By May 15, 2016	Upon completion of all approved
Deliverable 4: Additional	By June 30, 2016	End of Grant

**The Period of Performance for this Agreement ends on June 30, 2016.**



**Attachment B**  
**Program Statutes and Regulations**

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements	

## **Attachment C**

### **Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using 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 pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding 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 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;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/governmenta/grant/sfha\\_conditions.shtm](http://www.fema.gov/governmenta/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- (1) Consulting with the State Historic Preservation Office 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, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.  
  
If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified

property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.

- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**DIVISION OF EMERGENCY MANAGEMENT**

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM FUNDS**

RECIPIENT NAME: TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ADDRESS: 201 EAST GREEN STREET

CITY, STATE, ZIP CODE: PERRY, FL 32347

Project Number: RCMP-2016-015

PAYMENT No: \_\_\_\_\_

DEM Agreement No: 16RC-A4-03-72-01-XXX

Eligible Amount 100%	Obligated Federal %	Obligated RCMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST:      \$ \_\_\_\_\_

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_ DATE: \_\_\_\_\_

_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST      \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT      \$ _____	DATE _____





**Attachment E**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT: TAYLOR COUNTY BOCC**

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

☐ **ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. 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.

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

**ESTIMATED EXPENSES**

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

Attachment F

DIVISION OF EMERGENCY MANAGEMENT  
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: TAYLOR COUNTY BOCC

Project Number: RCMP2016-015

PROJECT LOCATION: \_\_\_\_\_

DEM ID #: 16RC-A4-03-72-01-XXX

QUARTER ENDING: \_\_\_\_\_

Provide amount of advance funds disbursed for period (if applicable) \$ \_\_\_\_\_

Provide reimbursement projections for this project:

July-Sep, 20\_\_ \$ \_\_\_\_\_ Oct-Dec, 20\_\_ \$ \_\_\_\_\_ Jan-Mar, 20\_\_ \$ \_\_\_\_\_ Apr-June, 20\_\_ \$ \_\_\_\_\_

July-Sep, 20\_\_ \$ \_\_\_\_\_ Oct-Dec, 20\_\_ \$ \_\_\_\_\_ Jan-Mar, 20\_\_ \$ \_\_\_\_\_ Apr-June, 20\_\_ \$ \_\_\_\_\_

Percentage of Work Completed (may be confirmed by state inspectors): \_\_\_\_\_%

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

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

Provide a schedule for the remainder of work to project completion:

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

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

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

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

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

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub-grant award.

Name and Phone Number of Person Completing This Form \_\_\_\_\_

## **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, 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 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### 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

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

**TAYLOR COUNTY BOCC**

Recipient's Name

**16RC-A4-03-72-01-XXX**

DEM Contract Number

**RCMP2016-015**

Project Number