

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, JUNE 23, 2015  
Special Time - 7:00 P.M.

Amended  
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 APRON REHABILITATION PROJECT-PHASE I, PERRY-FOLEY AIRPORT, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO RECEIVE BIDS FOR DMH ENDOSCOPY EQUIPMENT, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., ON PROPOSED CHANGES TO THE SPEED LIMIT ON CONTRACTOR'S ROAD, IN PERRY, FLORIDA.

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

CONSENT ITEMS:

7. APPROVAL OF MINUTES OF MAY 19, 26 AND JUNE 1, 2015.  
(COPIES PROVIDED BY E-MAIL)
8. EXAMINATION AND APPROVAL OF INVOICES.
- 8A THE BOARD TO APPROVE AN INVOICE FROM VIKING POWER PAINTING/ROBERT BAKER FOR WORK DONE AT THE VA CLINIC.
- 8B THE BOARD TO APPROVE AN INVOICE FROM TC BASEBALL - DREW TAYLOR FOR REIMBURSEMENT OF CONCESSION PROCEEDS AS REQUESTED BY PATRICK DEW, RECREATION COORDINATOR.
9. THE BOARD TO APPROVE THE T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR L&P LOGISTICS, INC., EFFECTIVE JULY 1, 2015, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

HOSPITAL ITEMS:

10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A BID SOLICITATION DOCUMENT FOR DOCTORS' MEMORIAL HOSPITAL (DMH), FOR THE PURCHASE OF THREE OPERATING ROOM TABLES, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.
11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A BID SOLICITATION DOCUMENT FOR DMH, FOR THE PURCHASE OF ULTRASOUND EQUIPMENT FOR ANESTHESIA, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

ADVISORY COMMITTEE REPORTS:

12. THE BOARD TO CONSIDER APPROVAL OF THE BIG BEND WATER AUTHORITY BUDGET FOR FY 2015-2016, AS AGENDAED BY MARK REBLIN, INTERIM GENERAL MANAGER.
13. THE BOARD TO CONSIDER APPROVAL OF THE INSURANCE COMMITTEE'S RECOMMENDATION FOR THE RENEWAL OF THE COUNTY'S HEALTH INSURANCE PLAN, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

14. THE BOARD TO APPROVE THE LICENSE AND HOLD HARMLESS AGREEMENTS FOR POLLING PLACES TO BE USED BY THE SUPERVISOR OF ELECTIONS FOR THE 2016 ELECTION CYCLE, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

COUNTY STAFF ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACTS FOR THE EMERGENCY MANAGEMENT PREPAREDNESS ASSISTANCE (EMPA) AND EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAMS FOR THE STATE FISCAL YEAR 2015-2016, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
16. THE BOARD TO REVIEW AND APPROVE SECTION 504 COMPLIANCE POLICY, EVALUATION PLAN, TRANSITION PLAN, AND GRIEVANCE/COMPLAINT PROCEDURES REQUIRED FOR FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROGRAMS AND PROJECTS, AS AGENDAED BY THE GRANTS DIRECTOR AND KENNETH DUDLEY, COUNTY ENGINEER.
- 16A THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT, AUTHORIZING RESOLUTION FOR THE UPCOMING FY 2015-2016 GRANT CYCLE.

GENERAL BUSINESS:

17. THE BOARD TO DISCUSS SEEKING FUNDING OPPORTUNITIES AND LOCATION RECOMMENDATIONS FOR A NEW COUNTY EXTENSION FACILITY AWAY AND APART FROM FOREST CAPITAL HALL, AS AGENDAED BY COMMISSIONER FEAGLE.

COUNTY ATTORNEY ITEMS:

18. THE COUNTY ATTORNEY TO REPORT ON A RECENTLY SETTLED MEDIATION AND SEEK BOARD APPROVAL OF A PROPOSED SETTLEMENT.

COUNTY ADMINISTRATOR ITEMS:

19. 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. or as soon there after for the Perry-Foley Airport Apron Rehabilitation Project- Phase 1.
<b>MEETING DATE REQUESTED:</b>	June 23, 2015

**Statement of Issue:** Board to receive bids at 6:00 p.m. or as soon there after for the Apron Rehabilitation Project- Phase 1 at Perry Foley Airport.

**Recommended Action:** Board to receive bids. Recommendation of bid award to be made at the July 6, 2015 meeting. An awards contract will not be executed until grants funds are awarded and received.

**Fiscal Impact:** The proposed project has an estimated budget of \$628,650 and will be 100% funded with FAA and FDOT grants. The County has requested a waiver of match through the REDI program.

**Budgeted Expense:** Not applicable.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County submitted a pre-application to FAA in January requesting funding assistance for Phase 1 of the apron rehabilitation. The pre-application has been approved by FAA and we are required to receive and award bids prior to submitting the final application. FDOT has verbally committed to providing the match portion of the project costs. We will be receiving a Joint Participation Agreement from FDOT in July 2015.

**Attachments:** Not applicable

**\*\*Bid committee to be: John Collins with AVCON, Inc., and Airport staff Bill Roberts,  
and Melody Cox.**

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

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

**MEETING DATE REQUESTED:**

JUNE 23, 2015

**Statement of Issue:**

This is the second solicitation for this equipment since the first solicitation resulted in one single bid after the Board rejected another for non-compliance with the bid procedure.

**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 HOLD A PUBLIC HEARING ON PROPOSED CHANGES TO THE SPEED LIMIT ON CONTRACTOR'S ROAD, IN PERRY, FLORIDA.

**MEETING DATE REQUESTED:**

JUNE 23, 2015

**Statement of Issue:**

**THE BOARD HAS RECEIVED REQUESTS FROM THE PUBLIC TO LOWER THE SPEED LIMIT ON CONTRACTOR'S ROAD IN PERRY, FLORIDA.**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**TAYLOR COUNTY RESOLUTION NO: \_\_\_\_\_**

**WHEREAS**, it has come to the attention of the Board of County Commissioners of Taylor County, Florida, that the speed limit on the following described road needs to be set, and

**WHEREAS**, on the below listed road the speed limit shall be set as outlined below:

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

1. The speed limit on Contractor's Road from CR 30 south toward the scale house (approximately 0.4 miles) is set at 30 mph.
2. The remaining 0.2 miles will be set at 20 mph.
3. Any resolution or posting of a different speed on said above described road which is different from the above is hereby repealed.

**PASSED AND ADOPTED** in regular session this 23<sup>rd</sup> day of June, 2015.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
Pat Patterson, Chair

ATTEST:

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

## Margaret Dunn

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**From:** Andy McLeod  
**Sent:** Monday, February 2, 2015 2:10 PM  
**To:** Kenneth Dudley  
**Subject:** RE: Contractors Rd

No, not yet. But I feel 30 is a good speed limit. Traffic will naturally slow down for the tracks.  
Andy

**From:** Kenneth Dudley  
**Sent:** Monday, February 02, 2015 2:01 PM  
**To:** Andy McLeod  
**Subject:** RE: Contractors Rd

Saw that.  
Had Dustin asked you to get March to change speed limit signage out there yet?

**From:** Andy McLeod  
**Sent:** Monday, February 02, 2015 2:00 PM  
**To:** Kenneth Dudley  
**Subject:** RE: Contractors Rd

The road only belongs to u to the RR tracks.  
Andy

**From:** Kenneth Dudley  
**Sent:** Monday, February 02, 2015 11:12 AM  
**To:** Dustin Hinkel; Andy McLeod  
**Subject:** RE: Contractors Rd

I am thinking that 30 on the mainline road up to the congestion and then 20 approaching the business area.  
There is less than ½ mile from the road to their 1<sup>st</sup> parking lot.

## *Kenneth Dudley, P.E.*

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

**From:** Dustin Hinkel  
**Sent:** Monday, February 02, 2015 11:04 AM  
**To:** Kenneth Dudley; Andy McLeod  
**Subject:** RE: Contractors Rd

What are your thoughts on what the speed limit should be?

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:** Kenneth Dudley  
**Sent:** Monday, February 02, 2015 11:00 AM  
**To:** Andy McLeod  
**Cc:** Dustin Hinkel  
**Subject:** RE: Contractors Rd

Thanks.

**From:** Andy McLeod  
**Sent:** Monday, February 02, 2015 11:00 AM  
**To:** Kenneth Dudley  
**Subject:** Contractors Rd

Kenneth'

There is no Board approved speed limit for Contractors Rd because it was not on the approved road list at the time the speed limits were set. It has only recently been added to the approved maintenance list.

Andy

## **Margaret Dunn**

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**From:** Kenneth Dudley  
**Sent:** Wednesday, May 6, 2015 12:34 PM  
**To:** Margaret Dunn  
**Cc:** Andy McLeod; Dustin Hinkel  
**Subject:** RE: Holdover from April 21 meeting  
**Attachments:** RE: Contractors Rd

We are planning to post the speed limit (if and when during construction) as follows:

From CR 30, south toward the scale house a distance of approximately 0.4 miles, the road will be posted as 30 mph.  
The remaining 0.2 miles will be reduced to 20 mph

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

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

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**From:** Margaret Dunn  
**Sent:** Tuesday, May 05, 2015 4:33 PM  
**To:** Kenneth Dudley  
**Subject:** RE: Holdover from April 21 meeting

thanks

**From:** Kenneth Dudley  
**Sent:** Tuesday, May 5, 2015 4:31 PM  
**To:** Margaret Dunn  
**Subject:** RE: Holdover from April 21 meeting

Locations for the speed changes.  
I will get for you tomorrow.

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

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

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**From:** Margaret Dunn  
**Sent:** Tuesday, May 05, 2015 4:26 PM  
**To:** Kenneth Dudley  
**Subject:** Holdover from April 21 meeting

The public hearing for the speed limit on Contractor's Road was tabled and has to be re-advertised. I remember Dustin said he didn't have information from you because you were out at Mandalay? Can you recall what we needed? I think it was the legal description of the part of the road for the reduced speed limit? What is your recollection?



Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners  
201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 7  
850-843-6299 Cell

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

Approval of t-hangar lease agreement at Perry Foley Airport for L & P Logistics, Inc. effective July 1, 2015.



**MEETING DATE REQUESTED:**

June 23, 2015

**Statement of Issue:** Board to approve t-hangar lease agreement at Perry Foley Airport for L & P Logistics, Inc. for a period of one year.

**Recommended Action:** Board to approve t-hangar lease agreement for L & P Logistics, Inc.

**Budgeted Expense:** T-hangars lease for \$160.00 per month plus tax for a total annual income of \$1,920 to the airport.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** James Lawrence, the owner of the aircraft has provided Airport staff copies of required insurance documentation.

**Attachments:** Lease Agreement for L & P Logistics, Inc.



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

## Perry-Foley Airport Hangar Lease Agreement

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this 1<sup>st</sup> day of July,

2015 by and between Board of County Commissioners of Taylor County, Florida ("Lessor")

and LAP Logistics, Inc ("Lessee") in Consideration of the mutual

covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

### 1. Lease of the Hangar:

Lessor hereby leases to Lessee Hangar# 1 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: LANCAIR Columbia 350 2003

Registration No. N6504D (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

### 2. Term:

The term of this agreement shall commence on the 1<sup>st</sup> day of July, 2015 and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$ 171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the charge in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11<sup>th</sup>) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

**Aircraft T-Hangar defined.**

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of at least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

**Lessor Requirements.** Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

**5. Obligations of the Lessee:**

- a. Storage: The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. Building Maintenance and Repair: The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. Use of Hangar: T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance**, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

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

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. Regulatory Review:

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

6. Sublease/Assignments:

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

7. Condition of Premises:

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. Alterations:

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the



Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

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

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

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

12. **Disclaimer of Liability:**

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

**13. Default:**

This Agreement shall be breached if:

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

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

**14. Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

**Governing Law:**

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

**15. Relationship of Parties:**

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

**16. Appurtenant Privileges:**

**a. Use of Airport Facilities:**

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

**b. Maintenance of Airport Facilities:**

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

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

**17. Nonexclusive Rights:**

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

18. **Remedies Cumulative:**

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

19. **Notice:**

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

1. If to Lessor Representative, address to:

AIRPORT MANAGER

BILL ROBERTS

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

LAP Logistics, Inc

P.O. Box 2560

SARASOTA, FL 34230

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

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

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

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof.

Any change or modification must be in writing, signed by both parties.

23. **Severability:**

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

**24. Successors Bound:**

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

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


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

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

By: 

Title: Airport Manager

Lessee: JAMES LAWRENCE

By: 

Title: President

By: \_\_\_\_\_  
Attested by Annie Mae Murphy Clerk of Court

By: \_\_\_\_\_  
County Administrator or  
Chairman of the Board of Commissioners

10

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A BID SOLICITATION DOCUMENT FOR DOCTORS' MEMORIAL HOSPITAL FOR THE PURCHASE OF THREE OPERATING ROOM TABLES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JUNE 23, 2015

**Statement of Issue:** Bids due back July 17 to be opened at the Regular Board Meeting on July 21, 2015.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

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

**Contact:**

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

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **BID DOCUMENTS**

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# **Operating Room Tables Doctor's Memorial Hospital Taylor County, Florida**

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**JUNE 2015**

**Prepared for:**

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

**Prepared by:**

**Taylor County Administrative Department  
201 East Green Street  
Perry, FL 32347  
850.838.3500**

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**Invitation to Bid**  
**Instructions to Bidders**  
**Bid Forms**  
**Public Entity Crimes Statement**  
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### **PART 2 – EQUIPMENT SPECIFICATIONS**

**Operating Room Tables (3) – DMH OR Department**



## **PART 1 – BIDDING REQUIREMENTS**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Operating Room Tables**.

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for DMH Operating Room Tables**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on July 17, 2015. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:05 P.M. local time, or as soon thereafter as practical, on July 21, 2015, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Administrative Department  
201 East Green Street  
Perry, FL 32347  
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 - DEFINED TERMS

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1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this solicitation will be the *Taylor County Clerk of Courts located at 1<sup>st</sup> Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Owner* -- Taylor County Board of County Commissioners
- D. *Solicitation Manager* -- The person responsible for managing the solicitation process, documents and questions. The Solicitation Manager will be the Taylor County Administrative Department.
- E. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Solicitation Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

---

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business Licensing/Registration Information]

## **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

---

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the equipment/products/supplies;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the equipment/products/supplies;

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

## **ARTICLE 5 - SITE AND OTHER AREAS**

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5.01 The Site is identified as the Operating Room Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

## **ARTICLE 6 - INTERPRETATIONS AND ADDENDA**

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6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Solicitation Manager in writing. Interpretations or clarifications considered necessary by the Solicitation Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Solicitation Manager as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

## **ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

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7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

## **ARTICLE 8 - PREPARATION OF BID**

---

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

8.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

8.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

8.06 A Bid by an individual shall show the Bidder's name and official address.

8.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

8.08 All names shall be typed or printed in ink below the signatures.

8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

8.10 The address and telephone number for communications regarding the Bid shall be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

## ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

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### 9.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] [or] [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

## ARTICLE 10 - SUBMITTAL OF BID

---

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

- [A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) ]
- [B. Non-Collusion Affidavit]
- [C. Valid Business Licensing/Registration Information

10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Solicitation title (and, if applicable, the designated portion of the Solicitation for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "*Sealed Bid for DMH Operating Room Tables.*" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

10.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

10.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

10.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

---

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## **ARTICLE 12 - OPENING OF BIDS**

---

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

14.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

14.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

14.03 More than one Bid for the same products from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

14.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

14.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Solicitation.

14.07 In evaluating bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

## ARTICLE 15 - SALES AND USE TAXES

---

15.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

15.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.



## BID FORM

### DMH Operating Room Tables (3)

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#### **ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

*Taylor County Board of County Commissioners  
Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32347*

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

##### **4.01 Bidder further represents that:**

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## ARTICLE 5 – BASIS OF BID

**5.01** Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price  
for all three tables

_____	\$ _____
(words)	(numerals)
_____	\$ _____
(words)	(numerals)
_____	\$ _____
(words)	(numerals)
_____	\$ _____
(words)	(numerals)
_____	\$ _____
(words)	(numerals)
_____	\$ _____
(words)	(numerals)
_____	\$ _____
(words)	(numerals)

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions.

## ARTICLE 6 – TIME OF COMPLETION

**6.01** Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment on or before the dates or within the number of calendar days indicated in the Bid.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- B. Non-Collusion Affidavit
- C. Valid Business Licensing/Registration Information

## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

## ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in *FLORIDA* is \_\_\_\_/\_\_\_\_/\_\_\_\_.

### A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_ (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)  
who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ (Name(s)) of \_\_\_\_\_ individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced



## **PART 2— EQUIPMENT SPECIFICATIONS**

**DMH Operating Room Tables - minimum specifications – Three (3) tables to be purchased**  
**Refurbished equipment may also be considered or any combination of new and refurbished.**  
**Any bids for refurbished equipment must state explicitly that such equipment is refurbished.**

## **OR Director: Ginny Head**

Remote Controlled Surgical Tables - Three (3) to be purchased

Radiolucent Top with C-Arm Access

Electro-Hydraulic (4) Section Table with Auto Limit Sensor

Trendelenburg and Lateral tilt capabilities

Dual Power (Battery/Live Current) Modes

Table Length 81" (2057 mm)

Table Width 20" (508 mm) (28° with extenders)

Table Height Range 22.8" to 42.5" (581 to 1080 mm)

Table Slide Range 9" (227 mm) to head, 9" to foot (18 inches total)

Patient Weight Capacity 1,200 lbs. (544 kg) patient support, including raise/lower (centered on the column) 1,000 lbs. (454 kg) full table articulation (centered on the column) 600 lbs. (272 kg) full table articulation, including slide

Trendelenburg / Reverse 30° / 30°

Lateral Tilt (left/right) 20° / 20°

Head Section +90° to -90° (15° increments)

Back Section +80° to -40°

Leg Section 0/-105° (removable)

Flex/Reflex 140° / 100°

Manual Override Yes

Perneal Cut-out Yes

Kidney Elevator 4° (110 mm) powered

Memory Foam Padding

Warranty – 5 years, service agreement

(11)

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A BID SOLICITATION DOCUMENT FOR DOCTORS' MEMORIAL HOSPITAL FOR THE PURCHASE OF ULTRASOUND EQUIPMENT FOR ANESTHESIA, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JUNE 23, 2015

**Statement of Issue:** Bids due back July 17 to be opened at the Regular Board Meeting on July 21, 2015.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

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

**Contact:**

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

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **BID DOCUMENTS**

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# **Ultrasound Equipment for Anesthesia Doctor's Memorial Hospital Taylor County, Florida**

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**JUNE 2015**

**Prepared for:**

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

**Prepared by:**

**Taylor County Administrative Department  
201 East Green Street  
Perry, FL 32347  
850.838.3500**

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**Invitation to Bid**  
**Instructions to Bidders**  
**Bid Forms**  
**Public Entity Crimes Statement**  
**Non-Collusion Affidavit**

### **PART 2 – EQUIPMENT SPECIFICATIONS**

**Ultrasound Equipment for Anesthesia – DMH OR Department**

## **PART 1 – BIDDING REQUIREMENTS**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Ultrasound Equipment for Anesthesia**.

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for DMH Ultrasound Equipment**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on July 17, 2015. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on July 21, 2015, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Administrative Department  
201 East Green Street  
Perry, FL 32347  
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 - DEFINED TERMS

---

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this solicitation will be the *Taylor County Clerk of Courts located at 1<sup>st</sup> Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Owner* -- Taylor County Board of County Commissioners
- D. *Solicitation Manager* -- The person responsible for managing the solicitation process, documents and questions. The Solicitation Manager will be the Taylor County Administrative Department.
- E. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Solicitation Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.



## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

---

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business Licensing/Registration Information]

## **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

---

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the equipment/products/supplies;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the equipment/products/supplies;

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

## **ARTICLE 5 - SITE AND OTHER AREAS**

---

5.01 The Site is identified as the Operating Room Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

## **ARTICLE 6 - INTERPRETATIONS AND ADDENDA**

---

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Solicitation Manager in writing. Interpretations or clarifications considered necessary by the Solicitation Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Solicitation Manager as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

## **ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

---

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

## **ARTICLE 8 - PREPARATION OF BID**

---

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

8.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

8.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

8.06 A Bid by an individual shall show the Bidder's name and official address.

8.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

8.08 All names shall be typed or printed in ink below the signatures.

8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

8.10 The address and telephone number for communications regarding the Bid shall be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

## ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

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### 9.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] [or] [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

## ARTICLE 10 - SUBMITTAL OF BID

---

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

- [A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [B. Non-Collusion Affidavit]
- [C. Valid Business Licensing/Registration Information]

10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Solicitation title (and, if applicable, the designated portion of the Solicitation for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "***Sealed Bid for DMH Ultrasound Equipment.***" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

10.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

10.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

10.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

---

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## **ARTICLE 12 - OPENING OF BIDS**

---

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

14.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

14.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

14.03 More than one Bid for the same products from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

14.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

14.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Solicitation.

14.07 In evaluating bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

## ARTICLE 15 - SALES AND USE TAXES

---

15.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

15.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

## BID FORM

### DMH Ultrasound Equipment for Anesthesia

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#### **ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

*Taylor County Board of County Commissioners  
Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32347*

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## ARTICLE 5 – BASIS OF BID

**5.01** Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions.

## ARTICLE 6 – TIME OF COMPLETION

**6.01** Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment on or before the dates or within the number of calendar days indicated in the Bid.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- B. Non-Collusion Affidavit
- C. Valid Business Licensing/Registration Information



## ARTICLE 8 – DEFINED TERMS

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

## ARTICLE 9 – BID SUBMITTAL

**9.01** This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

### A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally \_\_\_\_\_ appeared \_\_\_\_\_ (Name(s)) of \_\_\_\_\_ individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced

## **PART 2— EQUIPMENT SPECIFICATIONS**

## **DMH Ultrasound Equipment for Anesthesia Minimum Specifications**

### **OR Director: Ginny Head**

15" TFT High Resolution Monitor  
Multi-beam Parallel Imaging  
Pulse Wave Doppler & HPRF  
Color/Power/ Directional Power Doppler Flow  
Tissue Harmonic Imaging (THI), Phased Inversion THI  
iZoom full screen image enlargement  
iTouch intelligent image optimization  
iBeam spatial compounding  
iClear speckle reduction  
iStation Image Management  
Smart 3D – free hand 3D imaging  
320GB hard disk  
Supports DICOM, AVI, BMP, and JPG  
S-video output and two USB ports  
Measurement & calculation software packages  
AC adapter and batteries (4500mAh)  
Travelling case  
Application specific calculations software packages:  
Abdomen, Cardiology, Small Parts,  
Urology, Vascular, Pediatrics, Emergency Medicine, Anesthesia  
DICOM Basic: Includes: DICOM basic store, print, store commitment and media store  
DICOM Work list: Download work list from DICOM server  
DICOM MPPS: Modality performed procedure step  
DICOM Query/Retrieve: Query & retrieve patient images and information

(NOTE: Dicom allows for the transmission of saved images to a PACS system. It will allow a department to download patient information from the PACS systems as well).

**L14-6Ns Linear Array Transducer** (FBW: 6-14 MHz) (Needed for nerve blocks, needle insertions etc)

**C5-2s Convex Array Transducer** (FBW: 2-5 MHz) (abdominal probe) – Can be used for bladder scanning if shared with other departments.

**iNeedle needle visualization technology** (helps in seeing the need for nerve blocks and biopsy procedures)

#### **UMT-300 Mobile Cart:**

Ergonomic mobile docking system to secure the ultrasound system

Mobile work platform to include new handle, cable routing, transducer holders, and additional storage.

Storage for printers if needed.

Warranty/ 5 year service agreement

Location of closest field service representative

Time line for installation, education, implementation and ongoing education support.

List unique capabilities of your Power System and how that would be beneficial to DMH?

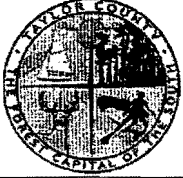
Shipping Cost estimate



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Big Bend Water Authority Steinhatchee  
Consideration of BBWA Board Approved Budget

**Meeting Date:**

June 23 2015

**Statement of Issue:** Presentation of BBWA annual operational budget

**Recommendation:** Approval of proposed budget

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

**Submitted By:** Mark Reblin BBWA Interim GM

**Contact:** Mark Reblin 352 498 3576, 352 356 1342

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Up for review and consideration by the Taylor County Commission  
BBWA operational budget for the fiscal year 2015 thru 2016

**Options:** 1. \_\_\_\_\_

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

**Attachments:** 1. Proposed budget 2015-2016

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

# BIG BEND WATER AUTHORITY

## NOTICE OF INTENT TO ADOPT BUDGET AND NOTICE OF PUBLIC BUDGET HEARING AND PUBLIC BOARD MEETING

The Big Bend Water Authority ("Authority") will hold a public hearing on Thursday, May 28, 2015, at 5:30 p.m. at 1313 1st Avenue SE, Steinhatchee, Florida. The purpose of the public hearing is to receive public comment and consider the tentative budget for Fiscal Year 2015-2016. The public is also free to comment and provide any objections to or support of the budget and rates. The Authority's Board of Directors ("Board") will consider adoption of the budget and rates with any amendments it deems advisable following the public hearing. A summary of the budget is provided below:

### BUDGET:

#### Income:

Water:	\$720,829.00
Wastewater:	219,607.00
Other receipts:	39,600.00

Total Income: **\$980,036.00**

#### Expenses:

Operations:	\$768,029.00
Debt Service:	212,007.00

Total Expenses: **\$980,036.00**

### RATE STRUCTURE:

Base Rates (includes up to 3,000 gallons)

	<u>Water</u>	<u>Wastewater</u>	<u>Proposed Water Rates</u>	<u>Proposed Wastewater Rates</u>
Customer Classification				
Residential	\$30.75	\$41.57	\$31.75	\$42.57
Light Commercial	\$30.75	\$41.57	\$31.75	\$42.57
Heavy Commercial	\$48.37	\$67.05	\$49.37	\$68.05

Rates per thousand gallons or portion thereof over 3,000 gallons (all classifications)

Amount of Gals	Water	Wastewater
3001-6000	\$2.80	\$3.92
6001-9000	\$2.94	\$4.12
9001-12,000	\$3.08	\$4.32
12,001 and up	\$3.21	\$4.53

A COLA, (Cost of Living Adjustment), increase of \$1.00 per month for water and wastewater is proposed for the 2015-2016 budget.

A meeting of the Board will be held immediately following the public hearing at approximately 6:00 p.m. Members of the public are encouraged to attend and provide comment at the budget hearing and meeting, which may be continued to a date and time certain as announced at the hearing and/or meeting and noticed. For more information, including a copy of the budget and agenda, please visit the Authority's website (<http://bigbendwaterauthority.com>) or contact Jo Hiers at 352.498.3576. In accordance with the Americans with Disabilities Act, any person requiring special accommodations at the hearing and/or meeting should contact Jo Hiers at the contact information provided above. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting Jo Hiers at 352.498.3576 at least two (2) days prior to the date of the hearing and meeting.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at a meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which such appeal is to be based

## PROJECTED BUDGET FOR 2015-2016

	A	B	C
99	<b>NON/OPERATING INCOME &amp; EXPENSE</b>		
100	Accural Interest	\$ (58,000.00)	\$ (62,000.00)
101	Grant Income		
102	Capital Improvement Water		
103	Capital Improvement WW Existing Line		
104	Grant Expense		
105	Note Principal Reduction	\$ (150,007.00)	\$ (150,007.00)
106	Service Fees		
107	<b>TOTAL NON/OPERATING EXPENSE</b>	\$ (208,007.00)	\$ (212,007.00)
108			
109			
110			
111	<b>CASH TO ACCURAL ADJUSTMENT</b>		
112	Depreciation Expense Water	\$ (226,000.00)	\$ (130,343.00)
113	Depreciation Expense WasteWater	\$ (66,000.00)	\$ (140,005.00)
114	Principal Reduction	\$ 150,007.00	\$ 150,007.00
115			
116	<b>TOTAL ACCRUAL ADJUSTMENT</b>	\$ (141,993.00)	\$ (120,341.00)
117			
118			
119	<b>TOTAL GAIN/LOSS</b>	\$ (103,653.00)	\$ -

## PROJECTED BUDGET FOR 2015-2016

	A	B	C
66	<b>INDIRECT OPERATING EXPENSE</b>		
67	Advertising	\$ 1,597.00	\$ 1,597.00
68	Audit	\$ 19,000.00	\$ 19,000.00
69	Legal	\$ 25,000.00	\$ 25,000.00
70	Bad Debt	\$ 1,931.00	\$ 1,931.00
71	Auto	\$ 6,000.00	\$ 8,500.00
72	Bank Service Charges	\$ 400.00	\$ 400.00
73	Computer Support	\$ 6,500.00	\$ 6,500.00
74	Credit Card Services	\$ 1,545.00	\$ 1,545.00
75	Dues & Subscriptions	\$ 200.00	\$ 200.00
76	Write-Off Uncollectible		
77	Education		
78	Garbage Collection	\$ 927.00	\$ 927.00
79	Generator Diesel	\$ 2,000.00	\$ 2,000.00
80	General Liability Insurance	\$ 32,947.00	\$ 32,947.00
81	Office Supplies	\$ 3,000.00	\$ 3,000.00
82	Computer Supplies	\$ 2,500.00	\$ 2,500.00
83	License/Fees	\$ 500.00	\$ 500.00
84	Photocopy	\$ 2,500.00	\$ 3,000.00
85	Postage	\$ 7,500.00	\$ 7,500.00
86	Telephone	\$ 5,000.00	\$ 5,000.00
87	Cell	\$ 3,300.00	\$ 2,500.00
88	Utility Locate	\$ 200.00	\$ 200.00
89	Travel	\$ 1,500.00	\$ 1,000.00
90	Miscellaneous	\$ 2,000.00	\$ 2,000.00
91			
92	<b>TOTAL INDIRECT OPERATING EXPENSE</b>	\$ 126,047.00	\$ 127,747.00
93			
94	<b>TOTAL OPERATING EXPENSE</b>	\$ 690,105.00	\$ 647,688.00
95			
96	<b>OPERATING INCOME/LOSS</b>	\$ 246,347.00	\$ 332,348.00
97		<b>CURRENT BUDGET</b>	<b>PROPOSED BUDGET</b>
98		<b>2014 -2015</b>	<b>2015 - 2016</b>

## PROJECTED BUDGET FOR 2015-2016

	A	B	C
33			
34		<b>CURRENT BUDGET</b>	<b>PROPOSED BUDGET</b>
35		<b>2014 -2015</b>	<b>2015 - 2016</b>
36			
37	<b>PERSONAL SERVICES</b>		
38	Salary - General Manager	\$ 52,000.00	\$ 75,000.00
39	Salary - Accounting	\$ 40,345.00	\$ 40,000.00
40	Salary - Clerical	\$ 31,688.00	\$ 25,000.00
41	Salary - Operators	\$ 52,000.00	\$ 25,000.00
42	Salary - Field	\$ 49,150.00	\$ 50,000.00
43	Salary - Overtime/ etc	\$ 12,000.00	\$ 16,000.00
44	FICA Taxes	\$ 17,716.00	\$ 17,672.00
45	State Unemployment Taxes	\$ 3,708.00	\$ 3,708.00
46	Workers Comp Insurance	\$ 9,000.00	\$ 9,000.00
47	Employee Health & Life	\$ 61,800.00	\$ 31,800.00
48	Retirement	\$ 20,715.00	\$ 17,025.00
49	<b>TOTAL PERSONAL SERVICES</b>	\$ 350,122.00	\$ 310,205.00
50			
51	<b>DIRECT OPERATING EXPENSE</b>		
52	Plant Chemicals (W)	\$ 37,271.00	\$ 37,271.00
53	Plant Chemicals (WW)	\$ 15,973.00	\$ 13,473.00
54	Plant Supplies	\$ 8,000.00	\$ 8,000.00
55	Repair/Maintenance Plant (W)	\$ 61,250.00	\$ 46,250.00
56	Repair/Maintenance Plant (WW)	\$ 13,192.00	\$ 13,192.00
57	Repair/Maintenance Other	\$ 15,450.00	\$ 15,450.00
58	Utilities - Plant	\$ 34,000.00	\$ 49,000.00
59	Utilities - Waste Water Plant	\$ 9,600.00	\$ 9,600.00
60	Utilities - Lift Stations	\$ 7,500.00	\$ 7,500.00
61	Water / Sewer Testing	\$ 10,000.00	\$ 10,000.00
62	<b>TOTAL DIRECT OPERATING EXPENSE</b>	\$ 212,236.00	\$ 209,736.00
63			
64		<b>CURRENT BUDGET</b>	<b>PROPOSED BUDGET</b>
65		<b>2014 -2015</b>	<b>2015 - 2016</b>

## PROJECTED BUDGET FOR 2015-2016

	A	B	C
1		<b>CURRENT BUDGET</b>	<b>PROPOSED BUDGET</b>
2		<b>2014 -2015</b>	<b>2015 - 2016</b>
3	Water - Residential	\$ 615,940.00	\$ 650,083.00
4	Water - Commerical	\$ 69,020.00	\$ 70,746.00
5	WW - Residential	\$ 196,392.00	\$ 206,282.00
6	WW - Commerical	\$ 13,000.00	\$ 13,325.00
7	Non / Payment Fees	\$ 2,000.00	\$ 2,000.00
8	Late Fees (W)	\$ 7,500.00	\$ 5,000.00
9	late Fees (W W)	\$ 300.00	\$ 300.00
10	New Installation (W)	\$ 650.00	\$ 650.00
11	New Installation (WW)	\$ 13,000.00	\$ 13,000.00
12	Pipeline Reserve	\$ 2,150.00	\$ 2,150.00
13	AMR	\$ 400.00	\$ 400.00
14	Reconnects	\$ 9,000.00	\$ 9,000.00
15	Upgrade Water meter	\$ -	
16	<b>TOTAL CHARGES FOR SERVICES</b>	<b>\$ 929,352.00</b>	<b>\$ 972,936.00</b>
17			
18	<b>NSF FEES</b>	<b>\$ 100.00</b>	<b>\$ 100.00</b>
19	<b>Credit Card Fees</b>	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>
20	Interest Income	\$ 1,000.00	\$ 1,000.00
21	Miscellaneous Income	\$ 5,000.00	\$ 5,000.00
22			
23	<b>TOTAL OTHER OPERATING REVENUE</b>	<b>\$ 7,100.00</b>	<b>\$ 7,100.00</b>
24			
25			
26			
27			
28	<b>TOTAL OPERATING REVENUE</b>	<b>\$ 936,452.00</b>	<b>\$ 980,036.00</b>
29			
30			
31			
32			

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF THE INSURANCE COMMITTEE'S RECOMMENDATION FOR RENEWAL OF THE COUNTY'S HEALTH INSURANCE PLAN.

**MEETING DATE REQUESTED:**

JUNE 23, 2015

**Statement of Issue:** THE BOARD TO CONSIDER RENEWAL OF ITS HEALTH INSURANCE PLAN.

**Recommended Action:** DISCUSS/APPROVE

**Fiscal Impact:** SAVINGS OF APPROXIMATELY \$42,000

**Budgeted Expense:**

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

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** UNITED HEALTHCARE HAS OFFERED TO CONTINUE TO BE THE COUNTY'S HEALTHCARE PROVIDER AT A RATE DECREASE OF APPROXIMATELY 3%. THE INSURANCE COMMITTEE RECOMMENDS THAT THE BOARD ACCEPT THE PROPOSAL TO MAINTAIN THE CURRENT POLICY WITH A DECREASE IN PREMIUMS. UNITED HEALTHCARE HAS OFFERED A FURTHER BENEFIT - THAT EMPLOYEES USING THE SERVICES AT AN IN-NETWORK FACILITY, BUT WHO HAPPEN TO SEE AN OUT-OF-NETWORK PHYSICIAN, WILL NOT BE CHARGED THE HIGHER OUT-OF-NETWORK CHARGES.

**Options:**

**Attachments:**

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Medical Proposed Rates  
and Alternate Plans

## UnitedHealthcare

### Medical Proposed Rates with Alternate Plan Designs

**Customer Name:** TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
**Medical Policy:** 00752240  
**Renewal Date:** October 1, 2015

\* The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

	Option 1: Current	Option 2 <b>NEW</b>	Option 3 <b>NEW</b>
	0KZ Mod (Base/2014 ONLY) Rx Plan: H9	0E5 Mod (INS-Legacy Base) Rx Plan: H9	0E5 Mod2 (INS-Legacy Base) Rx Plan: H9
<b>Plan Name</b>	Choice+ Legacy Insurance *	Choice+ Legacy Insurance *	Choice+ Legacy Insurance *
<b>Product</b>	0KZ Mod	Choice+ Legacy Insurance *	Choice+ Legacy Insurance *
<b>Option</b>	Single Option	Single Option	Single Option
<b>Plan Offering</b>	Option(s) N/A	Option(s) N/A	Option(s) N/A
<b>Multiple Option with:</b>	No	No	No
<b>HRA or HSA</b>	No	No	No
<b>Benefits*</b>	<b>Network Single/Family</b>	<b>Network Single/Family</b>	<b>Network Single/Family</b>
Office Copay (PCP/SPC)	PCP \$20, SPC \$35	PCP \$20, SPC \$35	PCP \$20, SPC \$35
Hospital Copays	OP N/A, IP N/A	OP N/A, IP N/A	OP N/A, IP N/A
UC/ER/Major Diag Copay	UC \$75, ER \$200, Maj Diag \$100	UC \$75, ER \$200, Maj Diag \$100	UC \$75, ER \$200, Maj Diag \$100
Other	No ENRP	No ENRP	No ENRP
Deductible	\$250/750 (Emb)	\$250/750 (Emb)	\$500/1,000 (Emb)
Coinurance	80%	80%	80%
Out-of-Pocket	\$3,000/6,000	\$3,000/6,000	\$3,000/6,000
Pharmacy	\$10/30/50 2.5x for MO	\$10/30/50 2.5x for MO	\$10/30/50 2.5x for MO
	<b>Out of Network Single/Family</b>	<b>Out of Network Single/Family</b>	<b>Out of Network Single/Family</b>
Deductible	\$1,000/2,000 (Emb)	\$1,000/2,000 (Emb)	\$1,000/2,000 (Emb)
Coinurance	50%	50%	50%
Out of Pocket	\$15,000/30,000	\$15,000/30,000	\$15,000/30,000
<b>Enrollment</b>			
Employee	70	70	70
Employee + Spouse	17	17	17
Employee + Child(ren)	22	22	22
Employee + Family	14	14	14
Total	123	123	123
	<b>Rates (Billed)</b>	<b>Rates (Billed)</b>	<b>Rates (Billed)</b>
	Current Proposed	Current Proposed	Current Proposed
<b>Rates</b>			
Employee	\$678.04 \$657.70	\$657.70	\$650.04
Employee + Spouse	\$1,661.20 \$1,611.37	\$1,611.37	\$1,592.60
Employee + Child(ren)	\$1,261.15 \$1,223.32	\$1,223.32	\$1,209.07
Employee + Family	\$2,040.91 \$1,979.69	\$1,979.69	\$1,956.63
<b>Monthly Cost</b>	\$132,021 \$128,061	\$128,061	\$126,569
<b>Annual Cost</b>	\$1,584,255 \$1,536,732	\$1,536,732	\$1,518,832
<b>Change from Current</b>	-3.0%	-3.0%	-4.1%

\*High level benefit summary. Please see your plan summary for more detailed benefit description.

The numbers above are on an illustrative basis. Rates are subject to Underwriting approval.

For markets moving to service fees, current rates (applicable for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.



**UnitedHealthcare**  
**Medical Quote Assumptions**

**Customer Name:** TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
**Medical Policy:** 00752240  
**Renewal Date:** October 1, 2015

*The rates quoted here are based on the following assumptions. Changes to these assumptions may result in an adjustment to rates.*

## Medical Quote Assumptions

- Rates are guaranteed for the contract period of 10/1/15 through 9/30/16.
- Rates are based on your submitted census. UnitedHealthcare reserves the right to adjust the rates from audit date back to effective date if any of the following changes:
  - Enrollment +/- 10%
  - Average Contract Size +/- 10%
  - Area Factor +/- 7.5%
  - Age/Sex Factor +/- 10%
  - Any Material Changes
  - Cobra enrollees are more than 10% of enrollment
- Employer contributes a minimum of 75% toward the employee only rates and 50% toward the dependent rates.
- Requires a minimum participation level of 75%.
- Unless otherwise stated, this offer replaces and renders all previous offers null and void.
- Quote assumes no out of area or retiree lives.
- INS-Choice plans are not available for subscribers in AL, AR, AZ, HI, KS, LA, MN, MS, MT, NC, NM, or OK.

- Quote does not include Simply Engaged
- Quote includes \$5,000 for Wellness Dollars.

UnitedHealthcare reserves the right to adjust the rates and/or fees (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in Plan design required by the applicable regulatory authority (i.e. mandated benefits) or by the Plan Sponsor; and (iii) as otherwise permitted in our policy.

This premium includes state and federal taxes and fees, including the Insurer Fee (about 3% of premium) and the Reinsurance Fee (about \$3 per member per month) under the Affordable Care Act. These estimates will vary based on renewal date and state reinsurance fees.

Premium rates and/or product forms included herein are subject to approval by regulators. If rates or product forms offered herein are subsequently modified by regulators we will immediately advise you of the change in plan design and retroactively adjust premium in subsequent billings.

Plan design and corresponding premium rates offered herein represent a coverage option that is consistent with your current group size (based on most recent census or survey information) and closely matches your current coverage. Additional coverage options may be available to you.

At your request, a service fee to be paid to your producer/service agent of 4.17% has been added as an expense item in sites where service fees apply.

Agents may receive commissions and other compensation from us and these costs may be reflected in your premium or fee. Separately, you may have contracted with producers to provide services directly for your group and have agreed to pay them a 'service fee'. Since 'service fees' are not a contingency of the purchase of health insurance such fees are not part of your premium but may be included in your bill under total amount due.

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Premium vs Claims Report

## UnitedHealthcare Premium vs Claims Incurred

Customer Name: TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
Medical Policy: 00752240  
Renewal Date: October 1, 2015

Please note: For markets moving to service fees, premiums are shown with service fees included. For markets continuing to pay commissions, premium still includes commissions.

Month/Year	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM
3-2013	206	120	\$96,996	\$470.85	\$35,196	\$2,858	\$8,356	\$46,410	47.8%	\$225.29
4-2013	208	117	\$97,557	\$469.02	\$71,440	\$2,872	\$9,586	\$83,898	86.0%	\$403.36
5-2013	210	117	\$98,370	\$468.43	\$94,054	\$2,899	\$9,832	\$106,785	108.6%	\$508.50
6-2013	211	118	\$98,930	\$468.86	\$41,032	\$2,899	\$7,192	\$51,123	51.7%	\$242.29
7-2013	209	117	\$97,556	\$466.78	\$49,550	\$2,872	\$7,343	\$59,765	61.3%	\$285.96
8-2013	213	117	\$96,435	\$452.75	\$47,833	\$2,844	\$9,346	\$60,023	62.2%	\$281.80
9-2013	208	115	\$96,435	\$463.63	\$97,006	\$2,858	\$5,888	\$105,752	109.7%	\$508.42
10-2013	212	117	\$113,265	\$534.27	\$193,366	\$2,954	\$10,115	\$206,435	182.3%	\$973.75
11-2013	211	116	\$112,626	\$533.77	\$28,180	\$2,940	\$6,936	\$38,056	33.8%	\$180.36
12-2013	207	115	\$111,436	\$538.34	\$35,224	\$2,885	\$9,840	\$47,949	43.0%	\$231.64
1-2014	214	117	\$113,642	\$531.04	\$29,305	\$2,928	\$10,419	\$42,652	37.5%	\$199.31
2-2014	214	116	\$113,553	\$530.62	\$29,312	\$2,928	\$8,444	\$40,684	35.8%	\$190.11
3-2014	213	116	\$112,626	\$528.76	\$60,531	\$2,914	\$9,247	\$72,692	64.5%	\$341.28
4-2014	212	116	\$113,553	\$535.63	\$71,570	\$2,900	\$10,063	\$84,533	74.4%	\$398.74
5-2014	211	115	\$112,914	\$535.14	\$44,098	\$2,900	\$8,726	\$55,724	49.4%	\$264.09
6-2014	213	116	\$113,553	\$533.11	\$14,744	\$2,914	\$8,129	\$25,787	22.7%	\$121.07
7-2014	213	116	\$113,553	\$533.11	\$28,175	\$2,914	\$10,216	\$41,305	36.4%	\$193.92
8-2014	213	116	\$113,553	\$533.11	\$139,892	\$2,914	\$8,567	\$151,373	133.3%	\$710.67
9-2014	220	119	\$116,309	\$528.68	\$82,263	\$2,996	\$11,794	\$97,053	83.4%	\$441.15
10-2014	224	118	\$124,020	\$553.66	\$32,330	\$3,051	\$9,882	\$45,263	36.5%	\$202.07
11-2014	222	118	\$124,115	\$559.08	\$35,364	\$3,037	\$13,093	\$51,494	41.5%	\$231.95
12-2014	227	120	\$128,021	\$563.97	\$62,183	\$3,105	\$11,421	\$76,709	59.9%	\$337.93
1-2015	231	124	\$129,675	\$561.36	\$27,202	\$3,268	\$9,140	\$39,610	30.5%	\$171.47
2-2015	233	124	\$132,699	\$569.52	\$84,411	\$3,325	\$13,154	\$100,890	76.0%	\$433.00

### Total by Experience Period

Current Period	2,632	1,418	\$1,434,591		\$682,763	\$36,238	\$123,432	\$842,433	58.7%	\$320.07
Prior Period	2,523	1,402	\$1,246,801		\$751,498	\$34,737	\$103,297	\$889,532	71.3%	\$352.57

### Average Membership/PMPM Premium and Payments by Experience Period

Current Period	219	118	\$545.06		\$259.41	\$13.77	\$46.90	\$320.07		
Prior Period	210	117	\$494.17		\$297.86	\$13.77	\$40.94	\$352.57		

### % Change

Current Period vs Prior Period	4.3%	1.1%	10.3%		(12.9%)	0.0%	14.5%	(9.2%)		
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Comments:



## UnitedHealthcare

## Medical Plan Alternates for Insurance Choice+ Legacy \* 0E5 Mod, H9 Rx

Customer Name: TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Medical Policy: 00752240

Renewal Date: October 1, 2015

		In Network*										Out Of Network*										Employee	Employee + Spouse	Employee + Child(ren)	Employee + Family	Pricing Variance
		PCP OV	SPC OV	OP	IP	UC	ER	MAJ	DIAG	DED	COINS	OOP	DED	JOINS	OOP	Employee	Employee + Spouse	Employee + Child(ren)	Employee + Family	Pricing Variance						
0E5 Mo	INS-Legacy Base	\$20	\$35	N/A	N/A	\$75	\$200		\$100	\$250/750 (Emb)	80%	\$3,000/6,000	\$1,000/2,000	50%	\$15,000/30,000	\$657.70	\$1,611.37	\$1,223.32	\$1,979.69	0.0%						
0L1	INS-Legacy Base	\$20	\$40	N/A	N/A	\$75	\$100	N/A		\$750/1,500 (Emb)	80%	\$2,750/5,500	\$1,500/3,000	60%	\$5,500/11,000	\$652.35	\$1,598.26	\$1,213.37	\$1,963.58	-0.8%						
0LI	INS-Legacy Base	\$20	\$30	N/A	N/A	\$50	\$100	N/A		\$500/1,000 (Emb)	80%	\$3,500/7,000	\$1,000/2,000	60%	\$6,250/12,500	\$650.37	\$1,593.41	\$1,209.68	\$1,957.62	-1.1%						
0L9	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$200	N/A		\$500/1,500 (Emb)	80%	\$3,000/6,000	\$1,000/3,000	60%	\$6,000/12,000	\$643.19	\$1,575.82	\$1,196.33	\$1,936.01	-2.2%						
5P8	INS-Legacy Base	\$30	\$60	N/A	N/A	\$100	\$350	N/A		\$1,000/2,000 (Emb)	100%	\$3,000/6,000	\$2,000/4,000	70%	\$6,000/12,000	\$642.89	\$1,575.08	\$1,195.77	\$1,935.11	-2.3%						
0LT	INS-Legacy Base	\$25	\$50	N/A	N/A	\$50	\$125	N/A		\$1,500/3,000 (Emb)	100%	\$3,000/6,000	\$3,000/6,000	80%	\$6,250/12,500	\$642.23	\$1,573.47	\$1,194.54	\$1,933.12	-2.4%						
5PF	INS-Legacy Base	\$25	\$50	N/A	N/A	\$100	\$350	N/A		\$500/1,000 (Emb)	80%	\$3,000/6,000	\$1,000/2,000	60%	\$6,000/12,000	\$639.45	\$1,566.65	\$1,189.37	\$1,924.75	-2.8%						
0L7	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$200	N/A		\$1,500/4,500 (Emb)	100%	\$3,000/6,000	\$3,000/9,000	80%	\$6,000/12,000	\$638.81	\$1,560.19	\$1,184.46	\$1,916.81	-3.2%						
0LM	INS-Legacy Base	\$25	\$25	N/A	N/A	\$75	\$125	N/A		\$2,000/4,000 (Emb)	100%	\$4,000/8,000	\$4,000/8,000	80%	\$6,250/12,500	\$635.27	\$1,556.41	\$1,181.80	\$1,912.17	-3.4%						
5QA	INS-Legacy Base	\$25	\$50	N/A	N/A	\$100	\$350	N/A		\$1,500/3,000 (Emb)	100%	\$3,000/6,000	\$3,000/6,000	80%	\$6,000/12,000	\$631.38	\$1,546.88	\$1,174.36	\$1,900.46	-4.0%						
5P3	INS-Legacy Base	\$25	\$50	N/A	N/A	\$100	\$350	N/A		\$1,500/3,000 (Emb)	100%	\$4,000/8,000	\$3,000/6,000	80%	\$6,000/12,000	\$630.21	\$1,544.02	\$1,172.19	\$1,896.94	-4.2%						
0L3	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$200	N/A		\$750/2,250 (Emb)	80%	\$3,500/7,000	\$3,000/9,000	60%	\$6,250/12,500	\$626.98	\$1,536.10	\$1,166.18	\$1,887.22	-4.7%						
0E7	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$350	\$200		\$500/1,000 (Emb)	80%	\$4,000/8,000	\$1,500/3,000	70%	\$6,000/12,000	\$624.71	\$1,530.54	\$1,161.96	\$1,880.39	-5.0%						
5QB	INS-Legacy Base	\$30	\$60	N/A	N/A	\$100	\$350	N/A		\$1,500/3,000 (Emb)	100%	\$3,000/6,000	\$3,000/6,000	50%	\$6,000/12,000	\$623.68	\$1,528.02	\$1,160.04	\$1,877.29	-5.2%						
0LJ	INS-Legacy Base	\$30	\$30	N/A	N/A	\$50	\$150	N/A		\$1,000/2,000 (Emb)	80%	\$4,000/8,000	\$2,000/4,000	60%	\$6,250/12,500	\$622.65	\$1,525.49	\$1,158.12	\$1,874.19	-5.3%						
0L4	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$200	N/A		\$1,000/3,000 (Emb)	80%	\$3,500/7,000	\$2,000/6,000	60%	\$6,250/12,500	\$622.07	\$1,524.07	\$1,157.05	\$1,872.44	-5.4%						
5PG	INS-Legacy Base	\$25	\$50	N/A	N/A	\$100	\$350	N/A		\$1,000/2,000 (Emb)	80%	\$3,500/7,000	\$2,000/4,000	60%	\$7,000/14,000	\$618.25	\$1,514.71	\$1,149.94	\$1,860.94	-6.0%						
0L8	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$200	N/A		\$2,000/6,000 (Emb)	100%	\$4,000/12,000	\$4,000/12,000	80%	\$6,250/12,500	\$618.18	\$1,514.54	\$1,149.81	\$1,860.73	-6.0%						
5P1	INS-Legacy Base	\$25	\$50	N/A	N/A	\$100	\$350	N/A		\$2,000/4,000 (Emb)	100%	\$4,500/9,000	\$4,000/8,000	80%	\$6,000/16,000	\$611.73	\$1,498.74	\$1,137.81	\$1,841.32	-7.0%						
0FM	INS-Legacy Base	\$30	\$60	N/A	N/A	\$75	\$350	\$200		\$750/1,500 (Emb)	80%	\$4,000/8,000	\$1,500/3,000	60%	\$6,000/12,000	\$610.48	\$1,495.68	\$1,135.49	\$1,837.55	-7.2%						
5P6	JS-Legacy Consum	N/A	N/A	N/A	N/A	N/A	N/A	N/A		\$1,500/3,000 (Emb)	100%	\$3,500/7,000	\$3,000/6,000	80%	\$6,000/12,000	\$610.26	\$1,495.14	\$1,135.08	\$1,836.89	-7.2%						
0ME	JS-Legacy Consum	N/A	N/A	N/A	N/A	N/A	N/A	N/A		\$1,500/3,000 (Emb)	100%	\$3,000/6,000	\$4,000/8,000	80%	\$6,250/12,500	\$609.60	\$1,493.52	\$1,133.85	\$1,834.90	-7.3%						
0FD	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$350	\$200		\$2,000/4,000 (Emb)	100%	\$4,000/8,000	\$3,500/7,000	70%	\$6,000/12,000	\$608.50	\$1,490.83	\$1,131.81	\$1,831.59	-7.5%						
0K7	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$125	N/A		\$2,500/5,000 (Emb)	100%	\$5,000/10,000	\$4,500/9,000	80%	\$6,250/12,500	\$607.04	\$1,487.25	\$1,129.09	\$1,827.20	-7.7%						
0FN	INS-Legacy Base	\$30	\$60	N/A	N/A	\$75	\$350	\$200		\$1,000/2,000 (Emb)	80%	\$4,000/8,000	\$2,000/4,000	60%	\$6,000/12,000	\$604.25	\$1,480.41	\$1,123.90	\$1,818.80	-8.1%						
5QC	INS-Legacy Base	\$30	\$60	N/A	N/A	\$100	\$350	N/A		\$2,000/4,000 (Emb)	100%	\$4,000/8,000	\$4,000/8,000	50%	\$6,000/16,000	\$603.81	\$1,479.34	\$1,123.08	\$1,817.48	-8.2%						
0FL	INS-Legacy Base	\$30	\$60	N/A	N/A	\$75	\$350	\$200		\$500/1,000 (Emb)	80%	\$6,000/12,000	\$1,500/3,000	60%	\$6,250/12,500	\$601.17	\$1,472.87	\$1,118.17	\$1,809.53	-8.6%						
0LA	INS-Legacy Base	\$30	\$30	N/A	N/A	\$50	\$100	N/A		\$1,500/3,000 (Emb)	70%	\$4,500/9,000	\$3,000/6,000	50%	\$6,250/12,500	\$599.85	\$1,469.63	\$1,115.72	\$1,805.56	-8.8%						
0E8	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$350	\$200		\$750/1,500 (Emb)	80%	\$6,000/12,000	\$3,000/6,000	70%	\$6,250/12,500	\$599.04	\$1,467.65	\$1,114.21	\$1,803.12	-8.9%						
0FR	INS-Legacy Base	\$30	\$60	N/A	N/A	\$75	\$350	\$200		\$2,000/4,000 (Emb)	100%	\$6,000/12,000	\$4,000/8,000	70%	\$6,250/12,500	\$598.97	\$1,467.48	\$1,114.08	\$1,802.91	-8.9%						
0FC	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$350	\$200		\$1,500/3,000 (Emb)	70%	\$4,000/8,000	\$3,000/6,000	60%	\$6,000/12,000	\$598.24	\$1,465.69	\$1,112.72	\$1,800.71	-9.0%						
0L6	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$200	N/A		\$2,000/6,000 (Emb)	80%	\$4,000/8,000	\$4,000/8,000	60%	\$6,250/12,500	\$597.94	\$1,464.95	\$1,112.16	\$1,799.81	-9.1%						
0L5	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$200	N/A		\$1,500/4,500 (Emb)	80%	\$4,500/9,000	\$3,000/9,000	60%	\$6,250/12,500	\$597.21	\$1,463.17	\$1,110.81	\$1,797.61	-9.2%						
0FF	INS-Legacy Base	\$25	\$50	N/A	N/A	\$75	\$350	\$200		\$2,500/5,000 (Emb)	100%	\$4,000/8,000	\$5,000/10,000	70%	\$6,250/12,500	\$593.84	\$1,453.91	\$1,104.54	\$1,787.47	-9.7%						

## Notes:

- All benefits include the following pharmacy plan: \$10/30/60 2.5x for MO
- IF TWO OR MORE PLANS ARE SOLD AS A MULTIPLE PLAN ARRANGEMENT, AN ADJUSTMENT TO THE RATES MAY BE NECESSARY.
- IF THE INITIAL PLAN IS AN HRA, ALL ALTERNATES ARE ALSO ASSUMED TO BE THE SAME TYPE OF HRA.

## Quote Assumptions:

The rates quoted are based on the following assumptions. Changes to these assumptions may result in an adjustment to the rates or revocation of the quote.

- Rates are guaranteed for the contract period of 10/1/15 through 9/30/16.
- Rates are based on your submitted census. UnitedHealthcare reserves the right to adjust the rates from audit date back to effective date if any of the following changes:
  - Enrollment +/- 10%
  - Average Contract Size +/- 10%
  - Area Factor +/- 7.5%
  - Age/Sex Factor +/- 10%
  - Any Material Changes
  - Cobra enrollees are more than 10% of enrollment
- Employer contributes a minimum of 75% toward the employee only rates and 50% toward the dependent rates.
- Requires a minimum participation level of 75%.
- Unless otherwise stated, this offer replaces and renders all previous offers null and void.
- Quote assumes no out of area or retiree lives.
- INS-Choice plans are not available for subscribers in AL, AR, AZ, HI, KS, LA, MN, MS, MT, NC, NM, or OK.

- Quote does not include Simply Engaged

- Quote includes \$5,000 for Wellness Dollars.

- This premium includes state and federal taxes and fees including the Insurer Fee (about 2.5% of premium) and the Reinsurance Fee (about \$5 Per Member Per Month) under the Affordable Care Act. These amounts will vary based on effective date and state reinsurance fees.

\*High level benefit summary. Please see your plan summary for more detailed benefit description.



## UnitedHealthcare

## Financial Exhibits - Medical

Customer Name: TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Medical Policy: 00752240

Renewal Date: October 1, 2015

Renewal rates effective: 10/1/15 to 9/30/16

Historical Information	Current Period	Prior Period	Blended
Beginning of Experience Period	03/01/2014	03/01/2013	
End of Experience Period	02/28/2015	02/28/2014	
Medical Incurred Claims	\$719,001	\$786,235	
Rx Incurred Claims	\$123,432	\$103,297	
Member Months	2,632	2,523	
<b>Experience Rating PMPM</b>			
A Incurred Medical Claims PMPM	\$273.18	\$311.63	
B Pooled Claims Over \$75,000	\$18.50	\$39.55	
C Adjusted Medical Claims (A - B)	\$254.68	\$272.07	
D Incurred Rx Claims PMPM	\$46.90	\$40.94	
E Total Incurred Claims (C + D)	\$301.58	\$313.02	
F Trend Factor (Current 19 mos, Prior 31 mos)	1.171	1.294	
G Plan Change Adjustment	1.014	1.023	
H Trended/Adjusted Claims (E * F * G)	\$358.14	\$414.37	
I Claim Period Weighting	70%	30%	\$375.01
J Adj for Member Change Between Plans			1.000
K Pooling charge for \$75,000			\$72.01
L Expected claims (I * J + K)			\$447.02
<u>Retention:</u>			
M Administration			15.8%
N State Taxes and Assessments			0.7%
O Other adjustment			0.0%
P Total retention (M + N + O)			16.5%
Q Experience Premium PMPM (L / (1 - P))			\$535.35
<b>Manual Rating PMPM</b>			
R Manual Premium PMPM (unadjusted)			\$472.92
S Age/Sex Adjustment			1.174
T Other Adjustment			1.000
U Manual Premium PMPM (R * S * T)			\$555.38
<b>Renewal Action</b>			
	Calculated Premium	Credibility Factor	
V Experience Rating	\$535.35	x 54.0%	\$289.09
W Manual Rating	\$555.38	x 46.0%	\$255.48
X Initial Calculated Renewal Cost PMPM (V + W)			\$544.57
Y Other Adjustment			1.000
Z PMPM Prior to Reform Items, Commission, Fees (X * Y)			\$544.57
AA Required Plan Change (Reform/Other)			1.000
AB PPACA Reinsurance Fee PMPM			\$2.59
AC PPACA Insurer Fee			3.15%
AD Wellness Dollars			\$1.79
AE Commission %			0.00%
AF Service Fee			1.0417
AG Commission or Service Fee PEPM (converted to PMPM)			\$0.00
AH Calculated Renewal Cost PMPM (((Z * AA + AB) / (1-AC) + AD) * (1+AE) * AF) + AG)			\$590.38
AI Current Revenue PMPM			\$566.61
AJ Calculated Renewal Action (AH / AI) - 1			4.19%
AK Suggested Renewal Action			-3.96%
AL Prospective Plan Change			1.010
AM Final Renewal Action ((AI * (1+AK) * AL / AI) - 1)			-3.00%
Current Subscribers	123	Final Renewal Cost PMPM	\$549.62
Current Members	233	Final Renewal Monthly Cost	\$128,061
		Final Renewal Annual Cost	\$1,536,732

\*Annual trend rate: Medical 10.5%, Rx 10.5%

Final renewal monthly/annual premiums are calculated using current enrollment

Rates and benefits are subject to regulatory and home office approval

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO APPROVE THE LICENSE AND HOLD HARMLESS AGREEMENTS FOR POLLING PLACES TO BE USED BY THE SUPERVISOR OF ELECTIONS FOR THE 2016 ELECTION CYCLE, AS AGENDAED BY THE SUPERVISOR OF ELECTIONS.

**MEETING DATE REQUESTED:**

JUNE 23, 2015

**Statement of Issue:**

THE SUPERVISOR OF ELECTIONS HAS IDENTIFIED THE POLLING PLACES TO BE USED IN THE 2016 ELECTION CYCLE AND HAS PREPARED THE NECESSARY LICENSE AND HOLD HARMLESS AGREEMENTS FOR PRECINCTS ONE THROUGH FOURTEEN.

**Recommended Action:**

APPROVE THE AGREEMENTS

**Fiscal Impact:**

N/A

**Budgeted Expense:****Submitted By:**

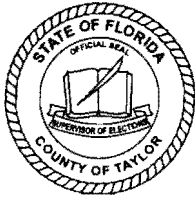
DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS

**Contact:**

850-838-3515

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:****Options:****Attachments:**



# *Dana Southerland*

**SUPERVISOR OF ELECTIONS**

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

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

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

taylor-elections@gtcom.net

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**June 15, 2015**

**Board of County Commissioners  
Attn: Pat Patterson, Chair  
201 E Green St  
Perry, Florida 32347**

**Re: License and Hold Harmless Agreements – Polling Places  
2016 Election Cycle**

**Dear Board of County Commissioners,**

**Please find enclosed License and Hold Harmless Agreements for the  
following precincts:**

- Precinct 1 – First United Methodist Church**
- Precinct 2 – Taylor Technical Institute**
- Precinct 3 – Blue Creek Baptist Church**
- Precinct 4 – Salem Baptist Church**
- Precinct 5 – Steinhatchee Community Center**
- Precinct 6 – Shady Grove Adult Literacy Center**
- Precinct 7 – Johnson Stripling Road Voting House**
- Precinct 8 – United Steel Workers Union**
- Precinct 9 – Forest Capitol Armory**
- Precinct 10 – Lakeside Baptist Church Education Building**
- Precinct 11 – Kelly Grade Voting House**
- Precinct 12 – Perry Shrine Club**
- Precinct 13 – Jerkins Building**
- Precinct 14 – Taylor County Sports Complex**

**If these agreements meet the Boards approval, please execute the original set under the Licensee section so that they may be forwarded to the Licensor for signature. Please note those sites that are county owned buildings will not require a Licensor signature and is only being signed by Licensee to serve as notice that the Supervisor of Elections will be utilizing those facilities during the 2016 election cycle.**

**Sincerely,**

A handwritten signature in cursive script that reads "Dana Southerland".

**Dana Southerland  
Supervisor of Elections  
Taylor County**

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 1

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **First United Methodist Church**, the LICENSOR, whose address is **302 N Jefferson St, Perry, Florida 32347**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**First United Methodist Church**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY  
Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By:

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 2

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County District School Board – Taylor Technical Institute**, the LICENSOR, whose address is **3233 Highway 19 South, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Taylor Technical Institute - Commons Area**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016**

**PRIMARY ELECTION – AUGUST 30, 2016**

**GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR **\$ in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY  
Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By:

County Attorney



LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 3

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Blue Creek Baptist Church, the LICENSOR, whose address is 21028 Beach Rd, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Blue Creek Baptist Church, Church Fellowship Hall**

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

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

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT **4**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Salem Baptist Church**, the LICENSOR, whose address is **10400 Fish Creek Rd, Salem, Florida 32356**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Salem Baptist Church**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

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

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 5

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Steinhatchee Project Board, the LICENSOR, whose address is 10135 Riverside Dr, Steinhatchee, Florida 32359.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Steinhatchee Community Center**

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

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

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT **6**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County District School Board-Shady Grove Adult Literacy Center**, the LICENSOR, whose address is **4225 Alton Wentworth Rd, Shady Grove, Florida 32357**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Shady Grove Adult Literacy Center**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016**  
**PRIMARY ELECTION – AUGUST 30, 2016**  
**GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for **each** election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

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

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 7

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Johnson Stripling Rd Voting House, the LICENSOR, whose address is 3160 Johnson Stripling Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Johnson Stripling Road Voting House**

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

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

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 8

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **United Steel Workers Union, Local 1192**, the LICENSOR, whose address is **1878 S Old Dixie Hwy, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**United Steel Workers Union, Local 1192**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for **each** election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature \_\_\_\_\_

(Print or type name here) \_\_\_\_\_

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

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

LICENSEE:

ATTEST:

By:

Chairman, BCC \_\_\_\_\_

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By:

County Attorney \_\_\_\_\_

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 9

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Forest Capitol Armory**, the LICENSOR, whose address is **203 Forest Park Drive, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Forest Capitol Armory – Educational Room**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for **each** election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

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

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 10

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Lakeside Baptist Church, the LICENSOR, whose address is 3111 Lakeside Dr, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Lakeside Baptist Church – Fellowship Hall**

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY  
Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By:

County Attorney



LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 11

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Kelly Grade Voting House, the LICENSOR, whose address is 3239 Kelly Grade, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Kelly Grade Voting House**

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By:

Signature \_\_\_\_\_

(Print or type name here) \_\_\_\_\_

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

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

LICENSEE:

By:

Chairman, BCC \_\_\_\_\_

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

WITNESS:

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

ATTEST:

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By:

County Attorney \_\_\_\_\_

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 12

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Perry Shrine Club, the LICENSOR, whose address is 1050 Courtney Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Perry Shrine Club Building**

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ 125.00 for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

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

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 13

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Leadership Council, the LICENSOR, whose address is 1201 Martin Luther King Ave, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Jerkins Building – Conference Room**

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016  
PRIMARY ELECTION – AUGUST 30, 2016  
GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By:

Signature \_\_\_\_\_

(Print or type name here) \_\_\_\_\_

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

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

LICENSEE:

By:

Chairman, BCC \_\_\_\_\_

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

WITNESS:

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

ATTEST:

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By:

County Attorney \_\_\_\_\_

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 14

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Sports Complex, the LICENSOR, whose address is 16865 U S Hwy 19 N, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Sports Complex Office Building**

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRESIDENTIAL PREFERENCE PRIMARY – MARCH 15, 2016**

**PRIMARY ELECTION – AUGUST 30, 2016**

**GENERAL ELECTION – NOVEMBER 8, 2016**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

ANNIE MAE MURPHY  
Clerk of Circuit Court

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

Approved as to form and legal sufficiency

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

County Attorney

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACTS FOR THE EMERGENCY MANAGEMENT PREPAREDNESS ASSISTANCE (EMPA) AND EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAMS FOR THE STATE FISCAL YEAR 2015-2016, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR

**Meeting Date:**

June 23, 2015

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

**Recommendation:** APPROVE

**Fiscal Impact:** \$ 161,136.00 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

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

**Contact:** 850-838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE EMPA AND EMPG FUNDS RECEIVED FROM THE STATE MAKE UP 87% OF THE EM DEPARTMENT'S OPERATIONAL BUDGET. THE FUNDS ARE 100% REIMBURSABLE AS LONG AS THE COUNTY MAINTAINS ITS LOCAL MATCH

- Options:**
1. APPROVE
  2. NOT APPROVE

- Attachments:**
1. EMPA CONTRACT (4 ORIGINALS FOR SIGNATURE)
  2. EMPG CONTRACT (4 ORIGINALS FOR SIGNATURE)

### **STATE-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2015 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 nonstate 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 nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). 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 Division of Emergency Management at the following addresses:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
OR  
DEMSingle\_Audit@em.myflorida.com

The Auditor General's Office at the following address:

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

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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 (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be 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 subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 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 September 30, December 31, March 31 and June 30.

(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:

Teresa A. Warner  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-922-1637  
Fax: 850-488-7842  
Email: Teresa.Warner@em.myflorida.com

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

Steve Spradley  
Taylor County Board of County Commissioners  
591 East US Highway 27  
Perry, Florida 32347  
Telephone: 850-838-3575  
Fax: 850-838-3523  
Email: steve.spradley@taylorcountygov.com

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

(14) SUBCONTRACTS

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

extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Goals

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Program Requirements

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment

Attachment J – Statement of Assurances

Attachment K – Reporting Forms

(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 **\$105,806.00**, 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 OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation

requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

All funds received hereunder shall be placed in an account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Any requests received after **July 31, 2016**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

**At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.**

All payments relating to the Agreement shall be mailed to the following address:

Taylor County Board of County Commissioners  
Finance Department  
P.O. Box 620  
Perry, Florida 32348

#### **(18) REPAYMENTS**

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(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 subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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

**(21) COPYRIGHT, PATENT AND TRADEMARK**

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

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

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

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



**EXHIBIT – 1**

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

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

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

State Project -

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Programs

Catalog of State Financial Assistance number: 31.063

\$105,806.00

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

**Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.**

Eligible activities for these funds are limited to salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are limited to the 67 Florida counties.

NOTE: 2 C.F.R. Part 200 and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

## Attachment A

### Program Budget

- Funding from the Emergency Management Preparedness and Assistance Trust Fund is intended for use by the Recipient to perform eligible activities as identified in this agreement and programs that are consistent with State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- The transfer of funds between the categories listed in the Program Budget is permitted.
- Below is a general budget which outlines eligible categories and their allocation.

Grant	Recipient	Category	Amount
FY 2015-2016 – Emergency Management Preparedness and Assistance Grant	TAYLOR COUNTY	Salary and Benefits	67,422
		Other Personal/Contractual Services (OPS)	
		Expenses	35,806
		Operating Capital Outlay (OCO)	3,578
		Fixed Capital Outlay (FCO)	
Total Award			\$106,806.00

## **Attachment B**

### **Scope of Work**

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is provided to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). Eligible activities are outlined below in the Categories and Eligible Activities. This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. **Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.**

**The minimum acceptable standard for payment is to maintain a 24-7 operation.** To maintain a minimum level of capability, submit current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

This includes any service related to the “Categories and Eligible Costs” listed below, as well as completing the Program Goals (Attachment C). Items listed in Attachment C are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

In addition, the County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management: Coordination and Collaboration, Training and Exercise, Geographical Information, Logistics, and Shelter Survey and Retrofit Program.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

**Monitoring:** Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

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

Federally funded projects must be competitively solicited offering open competition. Piggy-backing off existing agreements is not allowed unless justified by additional quotes demonstrating cost benefit of contract vendor. This includes the use of State Term Contracts (STC), State Alternate Contract Sources (ACS), General Services Administration (GSA) contracts, and local agreements. Each award under this grant is a 'new' project and must be competitively awarded. FDEM requires suspension and debarment forms for each vendor and justification of vendor selection. FDEM must pre-approve all scopes of work for projects funded under this agreement. FDEM may require solicitation documents and responses, at its discretion.

## **I. Categories and Eligible Costs**

FY2015-2016 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

### **A. Salaries and Benefits**

Authorized Salaries and Benefits are eligible for reimbursement. Copies of timesheets (if applicable) documenting hours worked and earning statements/payroll registries are required documentation for proof of salary payments. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout

- Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

**The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction. Maintain the operational capability to activate facility their on a 24 hour basis.**

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

#### **B. Other Personal/Contractual Services**

Authorized Other Personal/Contractual Services allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services. Services would include planning, training, exercise or other priorities in emergency management.

**Consultant Services** require a pre-approved Contract or purchase order by the Division. Copies of additional quotes must be submitted for pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

### **C. Expenses**

Authorized Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

**Maintenance and Service Contracts or Purchase Orders** for Maintenance and Service timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

### **D. Operating Capital Outlay (OCO)**

Authorized OCO is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

#### **E. Fixed Capital Outlay (FCO)**

Authorized FCO is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

#### **II. Eligibility Requirements:**

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

**Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.**

## Attachment C

### Program Goals

The County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management.

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
  - A) Need to attend at least three events below and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2015 – June 30, 2016):
    - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
    - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
    - Florida Governor's Hurricane Conference or National Hurricane Conference
    - Florida Emergency Preparedness Association Annual Meeting
    - Florida Emergency Preparedness Association Mid Year Work Session
    - Local Mitigation Strategy (LMS) Workshops
    - Professional Development Conferences & Training
  - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
  - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
  - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2015 – June 30, 2016), the county must:
  - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. This must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>.
    - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
    - Participate in at least one (1) conference call.



- B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. This must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>.

3. **GEOGRAPHICAL INFORMATION** - Emergency services data must be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>. Updates and corrections must be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2016**. This must include:

- A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations must be reviewed and updated as needed.
- B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested must include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

**NOTES:**

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" must be submitted via the Sharepoint portal..
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.

4. **LOGISTICS** - The County must maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county must identify local resources to meet emergency needs, and develop local contracts for goods and services. The following must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>, no later than June 1, 2016.

- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan must also include, but is not limited to the following:
- County Government Emergency Fuel Strategy
  - Utilization of private business and industry in meeting emergency resource needs
  - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency
  - Location, survey forms and attributes information for county logistical staging areas
  - Location and attribute information for Points of Distribution (POD) sites and Comfort Stations

5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>. All information must be verified by the county.

- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
- B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
- C) Develop and submit a strategy to ensure that by **June 1, 2016**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements must be provided.
- D) Develop and submit a strategy to ensure that by **June 1, 2016**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
- E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
- F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.

## **Attachment D**

### **Deliverables**

EMPA Base Grant costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable. The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week. The Recipient must maintain current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction. The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061.

### **Financial Consequence**

**To receive reimbursement for performance of each category, the Recipient's activities must be completed within the agreement period and in accordance with the Budget and Scope of Work, Attachment A and B of the Agreement. In the event that the Recipient does NOT maintain level of capability (EMAP and certificates), the Division will withhold 5% of the amount requested in the Quarterly Financial Report.**

## Attachment E

### Reports

- A. Recipient must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. The Recipient must provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: Includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
  - OPS/Contractual Services: Includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
  - Expenses: Must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
    - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
    - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
  - OCO: Includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
  - FCO: Includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
  - If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**

- D. The final close-out report is due sixty days after termination of this Agreement.**
- E. The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**
- F. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information must be developed based on guidelines provided and must be submitted to the Division no later than December 31, 2015.
- G. In a format provided by the Division, a proposed staffing summary must be submitted by December 31, 2015. Also, each funded county emergency management position description must be submitted to the Division no later than December 31, 2015.
- H. If all required reports prescribed above are not provided 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 such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

## **Attachment F**

### **Program Statutes, Regulations and Program Requirements**

#### **Program Statutes**

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

#### **Program Requirements**

##### **(1) EQUIPMENT AND PROPERTY MANAGEMENT**

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

##### **(2) NAWAS**

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

##### **(3) VEHICLES**

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to

any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the

local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.



**Attachment G**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

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> <b>(Include Secondary Administration.)</b>	
<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)

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## **Attachment H**

### **Warranties and Representations**

#### **Financial Management**

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

#### **Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### **Codes of Conduct.**

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

**Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

**Licensing and Permitting**

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment I**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_

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

\_\_\_\_\_  
Recipient's Name

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

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## **Attachment J**

### **Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment K  
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT**

**EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT**

**Quarterly Financial Report (Form 1):**

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

**Quarterly Financial Report (Form 1) and Detail of Claims (Form 2 and 3):**

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT  
2555 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-2100  
Attn: (Contract Manager's name)

**Budget - (Form 4):**

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).
3. This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.

**Staffing Detail - (Form 5):**

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc.

**Historical for Match - (Form 6):**

1. **AGREEMENT PERIOD 2014-2015 - This will consist of the last quarter of the county's fiscal year 2013-2014 and the first three quarters of the county's fiscal year 2014-2015**
2. This information represents the county's general funds and all federal and/or state funds provided for the county's Emergency Management Program for Fiscal Year 2014-2015. Federal Funds requires a dollar for dollar non-federal match from county generated funds or other non-federal funds.
3. This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs.
4. Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

**EXPENDITURE DEFINITIONS - This sample report should serve only as an example - Use actual data from your County's financial records**

1. Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.
2. Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
3. Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.
4. Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.
5. Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

**Close Out Report - (Form 7):**

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

**Documentation of project expenditures:**

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT  
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**



**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT  
QUARTERLY FINANCIAL REPORT**

GRANTEE:

Claim # \_\_\_\_\_

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

Address: \_\_\_\_\_

(Select the quarter of submission)

**QUARTERLY REPORTING DUE DATES**

Point of Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

AGREEMENT # \_\_\_\_\_

July 1 - September 30 - Due no later than October 31

October 1 - December 31 - Due no later than January 31

January 1 - March 31 - Due no later than April 30

April 1 - June 30 - Due no later than July 31

**THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	REMAINING BALANCE
1. Salary and Benefits			
2. Other Personal /Contractual Services			
3. Expenses			
4. Operating Capital Outlay (OCO)			
5. Fixed Capital Outlay (FCO)			
<b>TOTAL</b>			

**TOTAL AMOUNT TO BE PAID ON THIS INVOICE**

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_

Grantee Contract Manager or Financial Officer

Date \_\_\_\_\_

**QUARTERLY STATUS REPORT**

**This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.**

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

**THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT**

Total EMPA (State) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

**EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM**

Form 2

**DETAIL OF CLAIMS**

**1. SALARIES AND BENEFITS COSTS**

County \_\_\_\_\_ Costs Incurred During the Period of: \_\_\_\_\_ to \_\_\_\_\_ Claim Number: \_\_\_\_\_

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Salaries and Benefits Charged to this Grant</b>				<b>\$0.00</b>

# EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM

Form 3

## 2.-5. DETAIL OF CLAIMS

CATEGORY # \_\_\_\_\_

(Please use only one form per category. Pick from 2.-5.)

2. Other Personal/Contractual Services (OPS)

3. Expenses

4. Operating Capital Outlay (OCO)

5. Fixed Capital Outlay (FCO)

County: \_\_\_\_\_ Costs Incurred During the Period of: \_\_\_\_\_ to \_\_\_\_\_ Claim Number: \_\_\_\_

Vendor	Briefly Describe Services Provided for EM	Date Received / Date of Services	Date Paid	Check Number	Amount
Total					\$0.00

**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT  
LOCAL EMERGENCY MANAGEMENT BUDGET  
Form 4**

County	2014-2015 LOCAL (10/1/14-9/30/15)	2013-2014 LOCAL (10/1/13-9/30/14)	2012-2013 LOCAL (10/1/12-9/30/13)	Average of 3 years	County Contribution (%) Based on 3 year average	Reduction in County Budget (%) Based on 3 year average	County Contribution (%) Based on Previous Year Budget (13-14)	Reduction in County Budget (%) Based on Previous Year Budget (13-14)	Comments
				\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

**This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).**

**27P-19.011 Match Requirements.**

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

\_\_\_\_\_ County

**COUNTY EMERGENCY MANAGEMENT AGENCY  
ANTICIPATED SALARIES & BENEFITS  
STAFFING DETAIL**

Form 5  
FY 2015-2016

			LOCAL		STATE/FEDERAL				
Name & Position Title [1]	Approx. # of Hrs./Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits \$ by Position [3]	% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% EMPG Base Grant (Federal) [7]	% Hazardous Materials Planning Grant (State) [8]	% Other State or Federal Funds [9]	% Total All Funds [10]

**DIRECTIONS:**

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.
5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY

**COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES  
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2014-2015**  
(Dates: July 1, 2014 - June 30, 2015)  
FORM 6

Expenditure Categories	LOCAL		STATE/FEDERAL				TOTAL	
	County General Fund (Local)	Other Local Funds	Local	State Portion of EMPA Base Grant	Federal Portion of EMPG Base Grant	Hazardous Materials Planning Grant (state)	Other State OR Federal Funds	Over County Emergency Agency
	[a]	[b]	[c]	[d]	[e]	[f]	[g]	[h]
1. Salaries & Benefits								
2. Other Personal/Contractual Ser.								
3. Expenses								
4. Operating Capital Outlay								
5. Fixed Capital Outlay								
<b>Total Expenditures \$</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Amount of funds provided as match for Federal portion of grant (EMPG)

\$

Local / State / Other

Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2013-2014 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed

Title

Date

AGREEMENT PERIOD 2014-2015 - This will consist of the last quarter of the county's fiscal year 2013-2014 and the first three quarters of the county's fiscal year 2014-2015

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

**Emergency Management Preparedness and Assistance Grant Program**

Form 7  
Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee \_\_\_\_\_

Agreement No. \_\_\_\_\_

Address \_\_\_\_\_

Agreement Amount \_\_\_\_\_

City and State \_\_\_\_\_

Agreement Period \_\_\_\_\_

Payments Received Under this Agreement  
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
Total 6		\$0.00

Agreement Amount \_\_\_\_\_

Minus Total Payments  
(Including final requested funds - Line 6) \_\_\_\_\_

Unspent balance \_\_\_\_\_

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:  
Cashier, Division of Emergency Management

Mail To:  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed \_\_\_\_\_  
Grantee Contract Manager or Financial Officer

Date \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

**EXPENDITURE CATEGORY DEFINITIONS**

**1     SALARY AND BENEFITS:**

The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

**2     OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):**

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

**3     EXPENSES:**

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

**4     OPERATING CAPITAL OUTLAY:**

Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

**5     FIXED CAPITAL OUTLAY:**

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.





NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY

**COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES  
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2014-2015**  
(Dates: July 1, 2014 - June 30, 2015)

FORM 6

Expenditure Categories	LOCAL			STATE/FEDERAL				TOTAL	
	County General Fund (Local)	Other Local Funds	Local	State Portion of EMPA Base Grant	Federal Portion of EMPG Base Grant	Hazardous Materials Planning Grant (state)	Other State OR Federal Funds	Total State OR Federal Funds	Total County Emergency Management Agency
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1. Salaries & Benefits			\$						
2. Other Personal/Contractual Ser.			\$						
3. Expenses			\$						
4. Operating Capital Outlay			\$						
5. Fixed Capital Outlay			\$						
EMAP			\$						
Total Expenditures \$	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -		

Amount of funds provided as match for Federal portion of grant (EMPG)

\$ \_\_\_\_\_  
Local / State / Other

Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2013-2014 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed

Title

Date

AGREEMENT PERIOD 2014-2015 - This will consist of the last quarter of the county's fiscal year 2013-2014 and the first three quarters of the county's fiscal year 2014-2015

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

**Emergency Management Preparedness and Assistance Grant Program**

Form 7

**Close-Out Report**

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee \_\_\_\_\_

Agreement No. \_\_\_\_\_

Address \_\_\_\_\_

Agreement Amount \_\_\_\_\_

City and State \_\_\_\_\_

Agreement Period \_\_\_\_\_

Payments Received Under this Agreement

(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
EMAP	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		\$0.00

Agreement Amount \_\_\_\_\_

Minus Total Payments  
(Including final requested funds - Line 7) \_\_\_\_\_

Unspent balance \_\_\_\_\_

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:  
Cashier, Division of Emergency Management

Mail To:  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed \_\_\_\_\_  
Grantee Contract Manager or Financial Officer

Date \_\_\_\_\_

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2015 and 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 State or local government or a non-profit organization as defined in 2 C.F.R. Part 200, and in the event that the Recipient expends \$750,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in 2 C.F.R. Part 200.

If the Recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and required by subparagraph (d) above, by or on behalf of the Recipient to:  
The Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
OR  
DEMSingle\_Audit@em.myflorida.com

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

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

And to any other Federal agencies and pass-through entities in accordance with 2 C.F.R. Part 200.

(f) Pursuant to 2 C.F.R. Part 200 and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
OR  
DEMSingle\_Audit@em.myflorida.com

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

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with 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,

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

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

#### (7) REPORTS

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

(b) Quarterly reports are due to the Division no later than 30 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 September 30, December 31, March 31 and June 30.

(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:

Teresa A. Warner  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-922-1637  
Fax: 850-488-7842  
Email: [teresa.warner@em.myflorida.com](mailto:teresa.warner@em.myflorida.com)

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

Steve Spradley  
Taylor County Board of County Commissioners  
591 East US Hwy 27  
Telephone: 850-838-3575  
Fax: 850-838-3523  
Email: [steve.spradley@taylorcountygov.com](mailto:steve.spradley@taylorcountygov.com)

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

**(14) SUBCONTRACTS**

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

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

**(15) TERMS AND CONDITIONS**

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

**(16) ATTACHMENTS**

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Goals

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Special Conditions

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations  
Attachment I – Certification Regarding Debarment  
Attachment J – Statement of Assurances  
Attachment K – Reporting Forms

(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 **\$55,330.00**, 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 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A 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 in 2 C.F.R. Part 200. 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.

All funds received hereunder shall be placed in an account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **July 31, 2016**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

**Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.**

All payments relating to the Agreement shall be mailed to the following address:

Taylor County Board of County Commissioners  
Finance Department  
P.O. Box 620  
Perry, FL 32348

**(18) REPAYMENTS**

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

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

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

**(19) MANDATED CONDITIONS**

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

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

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

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

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

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

**(20) LOBBYING PROHIBITION**

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

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

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

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

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

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

**(21) COPYRIGHT, PATENT AND TRADEMARK**

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

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

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

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

**RECIPIENT:**  
**TAYLOR COUNTY**

By: \_\_\_\_\_  
Name and title: Patricia Patterson, Chair  
Date: \_\_\_\_\_  
FID# 59-6000879  
DUNS # 065887796

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_  
Name and Title: Bryan Koon, Director  
Date: \_\_\_\_\_

## EXHIBIT – 1

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

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

Federal Program

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

Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042

Award amount: \$ 55,330.00

FAIN # \_\_\_\_\_

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

Chapter 252, Florida Statutes

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

44 CFR, Part 302

48 CFR, Part 31

2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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

Federal Program:

*List applicable compliance requirements as follows:*

1. *Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2015 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: 2 C.F.R. Part 200 and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

## Attachment A

### Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, **Fiscal Year 2015 Emergency Management Performance Grants Program** and programs that are consistent with Title 44, 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.
- The transfer of funds between the categories listed in the Program Budget is permitted.
- Below is a general budget which outlines eligible categories and their allocation under this award.

FY 2015 – Emergency Management Performance Grants Program	TAYLOR COUNTY	Organizational Expenditures	55,330
		Planning Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (no greater than 5%)	



## **Attachment B**

### **Scope of Work**

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Program Funding Opportunity Announcement (FOA). Eligible activities are outlined below in the Categories and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

**Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.**

**The minimum acceptable standard for payment is to maintain a 24-7 operation.** This includes any service related to the "Categories and Eligible Activities" listed below, as well as completing the Program Goals (Attachment C). Items listed in Attachment C are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

By signing this Agreement the Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

**Monitoring:** Monitoring will be accomplished through desk-based review, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

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

Federally funded projects must be competitively solicited offering open competition. Piggy-backing off existing agreements is not allowed unless justified by additional quotes demonstrating cost benefit of contract vendor. This includes the use of State Term Contracts (STC), State Alternate Contract Sources (ACS), General Services Administration (GSA) contracts, and local agreements. Each award under this grant is a 'new' project and must be competitively awarded. FDEM requires suspension and debarment forms for each vendor and justification of vendor selection. FDEM must pre-approve all scopes of work for projects funded under this agreement. FDEM may at its discretion require solicitation documents and responses.

## **I. Categories and Eligible Activities**

The 2015 Emergency Management Performance Grants (EMPG) Program Guidance allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

### **A. Organization**

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

*Per the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management.*

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2015 EMPG Program funds. These costs must comply with 2 C.F.R. Part 200.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or

decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

The Staffing Detail and Exercise Detail Form (Form 3) are due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the completion of required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Other Personal/Contractual Services
  - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review.
- Fixed Capital Outlay
  - Major repairs to the County Emergency Operations Center
  - Central Heat/Air
  - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  - Security Improvements (i.e. Cameras and equipment to operate)
  - Generators and Installation (Need prior EHP approval)

## **B. Planning**

Planning spans across the five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and

establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2015 EMPG Program funds may be used to develop or enhance emergency management planning activities. Eligible "Planning" activities include, but not limited to:

- Providing input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

#### Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

#### Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

#### Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

#### Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the "Whole Community" in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

#### Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA's approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

#### Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

#### Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

#### F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

### C. Training

The number of participants must be adequate for each training session. Unless the recipient receives advance written approval from FDEM for the number of participants, the Division will reduce the amount authorized for reimbursement or a pro-rata basis for or deny the entire reimbursement. ***A request must be submitted and approved by DEM no later than 25 days prior to the training session,***

FY 2015 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities shall align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

To ensure the professional development of the emergency management workforce, the grantee must continually assess the capabilities of staff through the implementation of the MYTEP.

Additional types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- *Funds Used to Develop, Deliver, and Evaluate Training.* Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- *Certification/Recertification of Instructors.* Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

EMPG Program funds used for training shall support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at

[http://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf).

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at

[http://www.fema.gov/pdf/emergency/nims/nims\\_cred\\_guidelines\\_report.pdf](http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf).

#### **D. Exercises**

Exercises have essential capability for Emergency Management to be able to respond to emergencies.

**All EMPG Program funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment C, #2)**

Allowable exercise-related costs include:

- *Funds Used to Design, Develop, Conduct and Evaluate an Exercise.* This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the

awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities
- *Supplies.* Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment)
- *Implementation of HSEEP.* This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- *Other Items.* These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

If food/water is a requirement for an event, a request must be submitted no later than 25 days prior to the event. All requests must be approved prior to the event in the following format:

Exercise Title:

Location:

Exercise Date:

Exercise Schedule:

Estimated Number of Participants that will be fed:

Estimated Cost for food/water:

Description of the Exercise:

## **E. Equipment**

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In

addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Performance Grant (EMPG) Base Grant expenditures. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

## **II. Management and Administration (M&A)**

M&A is a function of the "Categories and Eligible Activities" (A-E) above. These activities are defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

## **III. Environmental and Historic Preservation (EHP)**

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to request FY 2015 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356.

EHP Policy Guidance can be found in FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, at <http://www.fema.gov/media-library/assets/documents/85376>.



The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,
- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

#### **IV. Construction and Renovation**

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number: 1660-0124 ([http://www.fema.gov/pdf/government/grant/2011/fy11\\_eoc\\_inv.pdf](http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf)) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

## **V. Maintenance and Sustainment**

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

### **Unallowable Costs**

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities

- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

## Attachment C

### Program Goals

The County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management.

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
  - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2015 – June 30, 2016);
  - Attend the Private Sector Summit OR the Rural County Summit
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2015 – June 30, 2016) **MUST** provide the following items. This shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>
  - At least one County Emergency Management employee should participate in no less than three (3) exercises within the 12 month Agreement period
  - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
3. **National Incident Management System (NIMS)** - The Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than ***December 1st***. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).
4. **Multi-Year Training and Exercise Plan (MYTEP)** – Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1<sup>st</sup>**.

## **Attachment D**

### **Deliverables**

Emergency Management Performance Grants Program Guidance, FY2015 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

#### **A. Organization Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual eligible costs associated with staffing, and other day-to-day activities (listed in SOW, under "Eligible Items for Expenses") in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs.

To maintain a minimum level of capability, submit current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

#### **B. Planning Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual cost of successfully completing planning activities consistent with guidelines contained in the 2015 EMPG FOA. Program funds may be used to develop or enhance emergency management planning activities. Only the approved planning activities outlined below are eligible for reimbursement, however, any other planning activities MUST have prior approval from DEM to be eligible under this agreement. Approved planning activities include: provide input for data collection in THIRA development; Development of an all-hazards mitigation plan based on identified risks and hazards; Emergency Management/Operation Plans; Communications Plans; Continuity/Administrative Plans; Whole Community engagement/planning; Resource management planning; Evacuation planning; Pre-disaster and post-disaster Recovery planning; F/ERO Credentialing and Validation; and MYTEP.

#### **C. Training Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for all actual cost of successfully completing training activities consistent with guidelines contained in the 2015 EMPG FOA. Only the approved training venues outlined below are eligible for reimbursement, however, any other training venues MUST have prior approval from DEM to be eligible under this agreement. Approved training venues are: Florida Governor's Hurricane Conference; National Hurricane Conference; Florida Emergency Preparedness Association Annual Meeting; Florida Emergency Preparedness Association Mid Year Work Session; and Professional Development Conferences.

#### **D. Exercises Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing exercise activities consistent with guidelines contained in the 2015 EMPG FOA. Only exercises outlined in the County MYTEP are eligible for reimbursement; any other exercise MUST have prior approval from DEM to be eligible under this agreement.

#### **E. Equipment Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual cost of purchasing an item identified on the Authorized Equipment List (AEL) list from the selected categories below. Allowable equipment categories for the EMPG Program are listed on the web-based version of the AEL on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

#### **Financial Consequence**

To receive reimbursement for performance of each category, the Recipient's activities must be completed within the agreement period and in accordance with the Budget and Scope of Work, Attachment A and B of the Agreement. In the event that the Recipient does **NOT** complete the activities, the Division will withhold 5% of the amount requested in the Quarterly Financial Report.

## Attachment E

### Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**  
*(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)*
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks (or general ledger) for proof of payment. All documentation for reimbursement **MUST** include exact amounts and **MUST** be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
  - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
  - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment and a copy of the agenda and sign in rosters. May also request any training materials provided.
  - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment and a copy of the agenda and sign in rosters. May also request any training materials provided.
  - **Equipment Acquisition Costs:** Copies of Invoices/receipts and canceled checks (or general ledger) for proof of payment. AEL# for each purchase (if applicable).
  - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
  - **For travel and conferences related to EMPG activities,** copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
  - If cancelled checks are NOT available, copies of the general ledger **MUST** be provided.

- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**
- E. The final close-out report is due sixty days after termination of this Agreement.
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division shall withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.



## **Attachment F**

### **Program Statutes, Regulations and Special Conditions**

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),  
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR Part 42, Subparts C,D,E, and G
- 13) 28 CFR applicable to grants and cooperative agreements
- 14) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 15) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 16) Title VI of the Civil Rights Act of 1964, as amended;
- 17) Section 504 of the Rehabilitation Act of 1973, as amended;
- 18) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 19) Title IX of the Education Amendments of 1972;
- 20) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, Part 302
- 25) 48 CFR, Part 31
- 26) 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit  
Requirements for Federal Awards
- 27) To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200  
shall apply

#### **Special Conditions**

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
  - A. Administrative Requirements
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    - 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**B. Cost Principles**

- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

**C. Audit Requirements**

- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2015 Emergency Management Performance Grants Funding Opportunity Announcement.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

**Attachment G**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

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> <b>(Include Secondary Administration.)</b>	
<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)

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## **Attachment H**

### **Warranties and Representations**

#### **Financial Management**

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

#### **Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### **Codes of conduct.**

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

**Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

**Licensing and Permitting**

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment I**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_

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

\_\_\_\_\_  
Recipient's Name

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

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## **Attachment J**

### **Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.



**Attachment K  
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

**Quarterly Financial Report (Form 1):**

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

**Quarterly Financial Report (Form 1) and Detail of Claims (Form 2):**

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT  
2555 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-2100  
Attn: (Contract Manager's name)

**Staffing Detail and Exercise Detail - (Form 3):**

1. The Staffing Detail and Exercise Detail Form is **due every quarter with your quarterly financial report**. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises that the EMPG funded employee has to participate in each quarter.

**2015 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)**

2. All EMPG funded personnel shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period. Please note that response to any real-world events within a 12-month period may fulfill a single, quarterly exercise requirement.
3. Target Training and Verify Capability of Personnel. Training activities supported with EMPG Program funds should strategically align to the NPG core capabilities identified in the Multi-Year TEP. To ensure the development of a professional emergency management workforce **all EMPG Program funded personnel** shall complete the following training requirements and record proof of completion.  
NIMS Training: IS 100; IS 200; IS 700; and IS 800. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

**Close Out Report - (Form 4):**

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

**Documentation of project expenditures:**

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTRONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT  
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

GRANTEE: \_\_\_\_\_ Claim # \_\_\_\_\_  
 County Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ (Select the quarter of submission)

**AGREEMENT #**

(Select the quarter of submission)

### QUARTERLY REPORTING DUE DATES

	July 1 – September 30 – Due no later than October 31	
	October 1 – December 31 - Due no later than January 31	
	January 1 – March 31 – Due no later than April 30	
	April 1 - June 30 – Due no later than July 31	

**THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	REMAINING BALANCE
1. Organizational Costs			
2. Planning Costs			
3. Training Costs			
4. Exercise Costs			
5. Equipment Costs			
6. Management and Administration Costs			
(limited to 5% of the total award)			
TOTAL	\$0.00	\$0.00	

**TOTAL AMOUNT TO BE PAID ON THIS INVOICE**

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

**Signed:**

**Grantee Contract Manager or Financial Officer**

Date \_\_\_\_\_

## QUARTERLY STATUS REPORT

**This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.**

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

**THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT**

<b>Total EMPG (Federal) Amount</b>	
<b>Prior Payments</b>	
<b>This Payment</b>	
<b>Unexpended Funds</b>	

(limited to 5% of the total award)

[illegible]

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

Form 2 (if applicable)

DETAIL OF CLAIMS

**ORGANIZATIONAL / SALARIES AND BENEFITS COSTS**

**SALARY DEFINITION:** The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County \_\_\_\_\_ Costs Incurred During the Period of: \_\_\_\_\_ to \_\_\_\_\_ Claim Number: \_\_\_\_\_

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
TOTALS			\$0.00	\$0.00
Total Salaries and Benefits Charged to this Grant				\$0.00

DIVISION OF EMERGENCY MANAGEMENT  
 COUNTY  
 FY 2015-2016  
 FOR EMPG FUNDED EMPLOYEES ONLY  
 FORM 3

**EMPG Staffing Detail**

Name & Position Title [1]	Approx # of hrs/Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits by position [3]	% EMPG Base Grant (Federal) [4]

**DIRECTIONS STAFFING DETAIL:**

1. In column 1 list titles and name of ALL EMPG funded staff
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4, provide the funding distribution (%) for the amount in column 3.

**EMPG Training**

Has the employee received certificate/completed the following: (yes or no)			
NIMS IS 100	NIMS IS 200	NIMS IS 700	NIMS IS 800

**EMPG Exercise(s) Per Quarter**

Name & Position Title [1]	Date [2]	Description of Exercise [3]

**DIRECTIONS:**

1. In column 1, list name and titles of Emergency Management staff that is funded with EMPG
2. In column 2, date of Exercise(s) employee participated in
3. In column 3, a brief description of the exercise(s) EMPG employee participated in

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

**EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**  
**CLOSE-OUT REPORT**  
FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_

Agreement No. \_\_\_\_\_  
Agreement Amount \_\_\_\_\_  
Agreement Period \_\_\_\_\_

Payments Received Under this Agreement  
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		\$0.00

Agreement Amount \_\_\_\_\_

Minus Total Payments  
(Including final requested funds - Line 7) \_\_\_\_\_

Unspent balance \_\_\_\_\_

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA, provide appropriate back-up/supporting documentation.

MATCH	EMPA	LOCAL	OTHER NON-FEDERAL

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:  
Cashier, Division of Emergency Management

Mail To:  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed \_\_\_\_\_  
Grantee Contract Manager or Financial Officer

Date \_\_\_\_\_

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**



Board to review and approve Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance/Complaint Procedures required for Florida Department of Transportation (FDOT) programs and projects.

**MEETING DATE REQUESTED:**

June 23, 2015

**Statement of Issue:** Board to review and approve Section 504 Compliance Policy as required by FDOT.

**Recommended Action:** Board of approve Section 504 Compliance Policy for FDOT.

**Fiscal Impact:** The Section 504 Compliance Policy is an FDOT requirement for funding assistance and the Local Agency Program.

**Submitted By:** Kenneth Dudley & Melody Cox

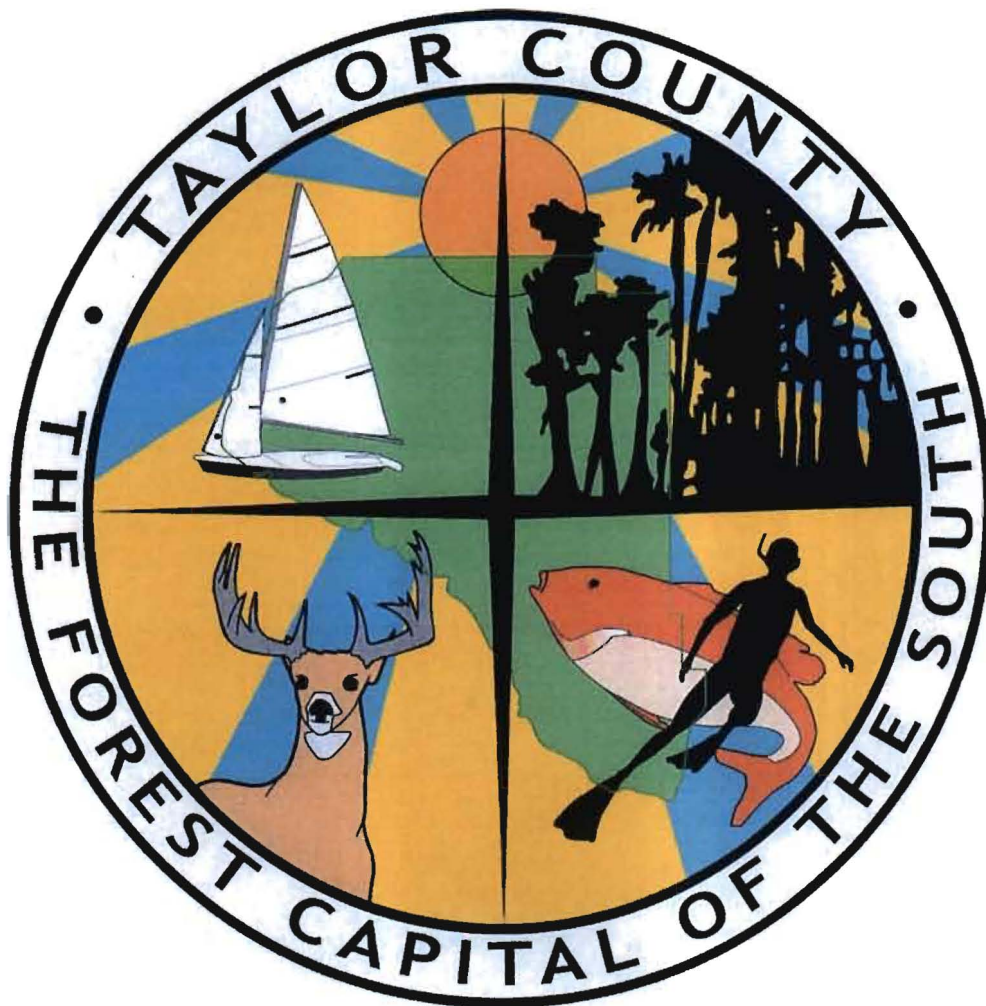
**Contact:** Melody Cox

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

**History, Facts & Issues:** FDOT requires the County has an approved a Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance /Complaint Procedures . The Section 504 Compliance Policy is required by various funding agencies to ensure the County is making a reasonable effort to provide for handicap accessibility and does not discriminate against those with disabilities at County facilities, County sanctioned events and activities, and when hiring personnel.

**Attachments:** Taylor County Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance/Complaint Procedures

**TAYLOR COUNTY, FLORIDA  
SECTION 504 COMPLIANCE POLICY,  
EVALUATION PLAN,  
TRANSITION PLAN,  
AND GRIEVANCE/COMPLIANT PROCEDURES**





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3. "Adaptability" means the ability of certain elements such as, but not limited to, sinks, toilets, grab bars, ramps, and railings, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.
4. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e. readers, Braille material, audio recordings, telephone communication devices for deaf persons (TDD's), interpreters, etc.).
5. "Individual with handicaps" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
6. "Qualified individual with handicaps" means:
  - a. with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
  - b. with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that Taylor County can demonstrate would result in a fundamental alteration in its nature; or
  - c. with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.
7. "Undue hardship" means financial or administrative burdens, which would be imposed on the operation of Taylor County's program. Factors to be considered include:
  - a. The overall size of Taylor County's program with respect to number of employees, number and type of facilities, and size of budget;
  - b. The type of Taylor County's operation, including the composition and structure of the workforce; and
  - c. The nature and cost of the accommodation needed.

## II. COMMUNICATIONS

### A. AUXILIARY AIDS

Taylor County shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The County is not required to provide individually prescribed devices or other devices of a personal nature. Where the County communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf person (TDD's) shall be used. The telephone number to utilize the TDD is (800) 955-8770. This is a statewide Telecommunication Relay Service. The Relay Service provides 24-hour telephone access staffed by specially trained Communications Assistants using special telecommunications equipment. Taylor County shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls County offices prior to the event and communicated to an employee the particular problem, which he or she has, assistance will be provided accordingly. However, Section 504 does not require the County to take any action that the County can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

## III. EMPLOYMENT

### A. GENERAL PROHIBITIONS

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance.

### B. REASONABLE ACCOMMODATION

Taylor County shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the County can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The County may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

### C. EMPLOYMENT CRITERIA

Taylor County will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of any applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of a handicap. The County may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

## IV. PROGRAM ACCESSIBILITY

### A. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because Taylor County's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

### B. NON – HOUSING FACILITIES

New non-housing facilities including roadway and pedestrian facilities , shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alteration to existing non – housing, roadway and pedestrian facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps and completed in accordance with ADA standards.

#### 1. METHODS

Taylor County may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities. The County is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section. For roadways and pedestrian facilities, the Capital Improvement Plan (CIP) will serve as the transition plan. The CIP is reviewed, updated, and approved by the Board of County Commissioners annually. Prior to approval by the Board, the CIP is discussed and reviewed at a minimum of two (2) publically advertised meetings and/or board workshops. Public input and needs play a key role in preparation of the CIP. If there should be a critical event or need, the CIP will be amended as so needed prior to the annual review.

## 2. HISTORIC PRESERVATION PROGRAMS OR ACTIVITIES

In meeting Section 504 requirements in historic preservation programs or activities, Taylor County shall give priority to methods that provide physical access to individual with handicaps. However, in cases where a physical alteration to a historic property would substantially impair the "significant historic features" of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reason for noncompliance shall be completely documented.

## V. ENFORCEMENT

### A. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate Taylor County for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the County for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the County for the period during which Federal financial assistance is extended.

### B. SELF-EVALUATION

Taylor County shall, as expeditious as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

1. Evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504.
2. Modify any policies and practices that do not meet the requirements of Section 504.
3. Take appropriate corrective steps to remedy the discrimination.

The attached Self-Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan. The attached Capital Improvement Plan (CIP) is the Transition Plan for roadways and pedestrian facilities.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of area examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

C. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts with Section 504. The responsible person designated is \_\_\_\_\_ and can be reached at telephone number \_\_\_\_\_.

VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

A. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.

B. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and union and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs. The notification shall also include an identification of the responsible employee designated to coordinate with Section 504 (See Section V, Paragraph 3 above). The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of noticed or publication in newspapers. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population likely to be affected directly by a federally assisted program who have visual or hearing impairments are provided with the information necessary to understand and participate in the program.

C. GRIEVANCE PROCEDURES

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing, the person identified as Coordinator on page 6 of this policy. The grievance must be filed within thirty days of the alleged discriminatory act and must give the following:

1. Name and address of the complainant.

2. Name and address of the alleged offending party.
3. Specific details, in a near chronological order, of the events leading to the alleged action.
4. The alleged discrimination.
5. Names, addresses and phone numbers of any witnesses or other person having knowledge of the circumstances.
6. Any other relevant information.

The Coordinator will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within twenty days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The County shall appoint a five (5) member Section 504 Compliance committee which will be called into session to advise the Coordinator and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document, which establishes their existence. Records of proceedings will be maintained and forwarded to the elected governing body. The Committee may call both parties together in an attempt to reach an amicable solution. The Coordinator will act as the intermediary between the Committee and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The County's attorney will become the lead official, acting on behalf of and with the consent of the local governing body. Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the applicable State or Federal agency and their guidance solicited and followed.

Information in the sections which follow expands further on grievance /complaints which have exhausted local capability.

#### **D. COMPLIANCE INFORMATION**

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

#### **E. DISCRIMINATION COMPLAINTS/GRIEVANCES**

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with the applicable Federal financial assistance and/or applicable federal agency. The written complaint must be filed within 180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

#### **F. COMPLAINT/GRIEVANCE RESOLUTION**

The Federal financial or other applicable agencies civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgement of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. Applicable Federal officials will then attempt to resolve the complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of findings against the recipient which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be effected by the suspension or termination of, or refusal to grant or continue Federal financial assistance.

This last measure is the end result of a process, which goes through many channels: (1) the recipient is notified of its failure to comply, (2) a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing, (3) the Secretary, Director or applicable federal agency official approved the action, and (4) thirty days expire after the Secretary, Director or official has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved.

Intimidatory or retaliatory acts by the recipient or the offended party is prohibited. No intimidation, threats, coercion, or discrimination against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.



Approved by the County Commission of Taylor County, Florida, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairperson

## **ATTACHMENT A SELF-EVALUATION PLAN**

### **1. Parking:**

- a. Handicapped designated parking spaces to provided
- b. Spaces closest to accessible entrance and on accessible route
- c. Spaces minimum of 96" in width
- d. Access aisle adjacent to parking space and minimum of 60" in width
- e. Slope of space and access aisle is maximum of 1:50
- f. Spaces marked with universal access codes

### **2. Accessible Route:**

- a. Unobstructed path
- b. Minimum width of 36"
- c. Minimum passing space of 60" at 200' intervals
- d. Minimum head room of 80"
- e. Surface texture of firm, stable, non-slip material
- f. Slope not to exceed 1:20
- g. If slope exceeds .5", install ramp (see Section 5)
- h. Gratings of maximum .5" width in direction of route

### **3. Outside Paths and Walks:**

- a. Minimum of one accessible route in boundary of site from public transportation stops, parking, passenger loading zones, streets or sidewalks.

### **4. Curb Ramps:**

- a. Provided where an accessible route crosses a curb
- b. Maximum slope of 1:12
- c. Minimum width of 36"
- d. Firm, non-slip surface
- e. Maximum slope of flared sides of 1:10 if no hand or guard rails provided

### **5. Ramps:**

- a. Provided on any part of an accessible route with a slope exceeding 1:20
- b. Maximum slope of 1:12
- c. Maximum cross slope of 1:50
- d. Firm, stable, non-slip surface
- e. 30" to 34" high handrails extending 1' beyond top and bottom of ramp provided if ramp rise exceeds 6" and run exceeds 72"
- f. Edge protection to prevent slipping off ramps
- g. Level landing same width as ramp and minimum of 60" in length at top and bottom of ramp and at turn of ramp

6. Building Entrance:

- a. Minimum of one principle entrance
- b. On an accessible route
- c. Level entry or sloped with a 32" non-revolving door
- d. Minimum of 32" width
- e. Entryway clear of obstacles
- f. Hardware maximum height of 48", and push/pull type or lever operated
- g. Maximum of 8.5 lbf exterior hinged door, 5 lbf interior hinged, sliding or folding
- h. Maximum of 0.5" height with leveled edge and maximum slope of 1:2

7. Elevators:

- a. Minimum of one serving each level on an accessible route in a multi-story facility where levels are not connected by ramps
- b. Self-leveling with reopening devices
- c. Doors remain open for 3 seconds
- d. Minimum side opening of 51" x 58" and minimum front opening of 51" x 80"
- e. Centered maximum of 42" from floor and light
- f. Control panel maximum of 48" from floor with buttons minimum of ¼" and marked with raised characters

8. Lifts:

- a. May be used in lieu of elevator
- b. Minimum of 30" x 48"
- c. Control panel maximum of 48" front approach and 54" parallel approach
- d. One hand operable

9. Toilets:

- a. On an accessible route
- b. Entrance door minimum of 32" with lever handle or push/pull type hardware
- c. Door closer 5 lbf maximum effort to open
- d. Unobstructed space
- e. Doors on stall minimum of 32" and stall minimum of 36"
- f. Grab bars 33-36" high at back and side of commode, 1.25-1.5" diameter, and 1.5" clear of wall
- g. Commode seat 17-19" height
- h. Toilet paper dispenser 19" minimum above floor
- i. Lavatory maximum 34" height, drain and hot water pipes insulated, and minimum 29" clearance below apron
- j. Mirror bottom 40" maximum above floor
- k. Urinal basin opening maximum 17" from floor
- l. Towel dispenser and disposal unit height 40" maximum above floor
- m. Faucet handles extended

**10. Drinking Fountains:**

- a. 50% of water fountains must be accessible on each floor; if only one is available, it must be accessible
- b. On an accessible route
- c. Spout mounted 36" above floor
- d. Controls must be operable with one hand without grasping or twisting
- e. Wall mounted bottom of apron to floor 27" minimum; built in 30"x48" minimum in front of fountain

**11. Warning Signals:**

- a. If warning systems are provided, both visual and audible should be provided
- b. Signals must be perceptible above prevailing sounds
- c. Signals must be visual – flashing exit signs

**12. Meeting Rooms and Conference Areas:**

- a. Are all rooms handicapped accessible
- b. Minimum of three wheelchair locations in lieu of seats
- c. Wheelchair locations must be on an accessible route
- d. Wheelchair locations forward access must be a minimum of 48" long x 33" wide and side access must be a minimum of 60" long x 33" wide
- e. Performing areas must be on an accessible route
- f. Listening systems must be audio looped and radio frequency acceptable

**13. Public Telephones:**

- a. Minimum of one per floor if phones are installed
- b. On an accessible route with clear floor space 30" x 48"
- c. Highest operable control 48" for front approach and 54" for parallel approach
- d. Control must be push buttons
- e. At least one phone shall generate a magnetic field and at least one shall have a volume control for the hearing – impaired

**Definition:** Handicapped means wheelchair bound, mobility impaired, hearing impaired, deaf, and/or blind.

**ATTACHMENT B**  
**SELF-EVALUATION & TRANSITION PLAN PREPARATION**  
**PARTICIPATING PARTIES**

The below listed individuals, bodies, organizations, or firms have participated in the preparation of the Transition Plan based on results obtained from analysis of the completed Self-Evaluation Plan and/or Capital Improvement Plan (CIP) for each public and pedestrian facility, and roadway.

Review of each facility deficiencies identified in the Self-Evaluation format was conducted with goals established for correction to the maximum extent of the County's capability. Factors considered in assigning implementation timeframes include, but are not limited to, the number of known handicapped individuals currently residing in the jurisdiction, an assessment of potential for residence of handicapped individuals, age and material condition of the facility, intended use of the facility, potential for future use by handicapped persons, types of changes necessary to achieve compliance, estimated cost of achieving compliance, resource availability of the County to fund compliance changes, techniques available to obtain funding if not available, time frame estimates and/or projections based on current need and funding or on projected need and funding and any other unique non-quantifiable factors which may enter the decision process. The County's CIP serves as the transition plan for the roadway and pedestrian facility transition planning process.

It is herein emphasized that the goal of attaining full compliance has been set and has been the guiding criteria of the participants listed.

**Participating Parties:**

Taylor County Commission

Taylor County Staff

Grant Consultants from:       Government Services Group, Inc.  
  AVCON, Inc.

The Florida Department of Transportation – Local Agency Program

**ATTACHMENT C  
TRANSITION PLAN  
FOR SECTION 504 COMPLIANCE**

<b>Facility</b>	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>	<b>Completion Date</b>
Keaton Beach Coastal Park	Sidewalk to ensure picnic pavilion is handicap accessible	Pavilion has handicap accessible table	January 2013	Completed March 2014
Hodges Park – Keaton Beach	Improvements to handicap accessibility of restroom	Yes – restrooms are compliant, but renovations are needed and repairs to restroom sidewalk are needed	Improvements are scheduled to be completed in 2015	
Steinhatchee Boat Ramp	Paved parking and sidewalks offer improved accessibility	Site does offer handicap parking facilities – improvements are needed to access site in full	January 2014	Completed January 2014
Forest Capital Hall	Handicap accessible restroom facilities	No	June 2015	
Forest Capital Hall	Handicap accessible stage in auditorium	No	June 2015	
Forest Capital Hall	Handicap accessible seating in auditorium	No	October 2016	
Williams Fish Camp Landing (Mandalay)	Handicap accessible parking area for boater and ramp and docking improvements for enhanced accessibility	Not Applicable	May 2015	Completed April 2015
Steinhatchee Boat Ramp	Construction of restroom facilities with handicap accessible features	Not Applicable	January 2017	

**ATTACHMENT C  
TRANSITION PLAN  
FOR SECTION 504 COMPLIANCE**

<b>Facility</b>	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>	<b>Completion Date</b>

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO DISCUSS SEEKING FUNDING OPPORTUNITIES AND LOCATION RECOMMENDATIONS FOR A NEW COUNTY EXTENSION FACILITY AWAY AND APART FROM FOREST CAPITAL HALL, AS AGENDAED BY PAM FEAGLE, COMMISSIONER DISTRICT FOUR

**MEETING DATE REQUESTED:**

JUNE 23, 2015

**Statement of Issue:**

THE CURRENT COUNTY EXTENSION OFFICE IS HOUSED AT FOREST CAPITAL HALL. IN ORDER TO CREATE MORE EVENT SPACE AT FOREST CAPITAL HALL AND IN ORDER TO GIVE THE COUNTY EXTENSION AGENCY A MORE USABLE WORKSPACE FOR ITS VARIOUS FUNCTIONS, THE BOARD IS LOOKING FOR A LOCATION MORE CONDUCTIVE TO COUNTY EXTENSION'S FUNCTIONS. THE BOARD IS ALSO SEEKING FUNDING OPPORTUNITIES FOR BUILDING A NEW FACILITY.

**Recommended Action:**

TASK THE COUNTY ADMINISTRATOR TO RESEARCH THE POSSIBILITIES AND REPORT TO THE BOARD.

**Fiscal Impact:**

TO BE DETERMINED

**Budgeted Expense:**

**Submitted By:**

COMMISSIONER PAM FEAGLE, DISTRICT FOUR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**



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**Budgeted Expense:**

**Submitted By:**

COMMISSIONER PAM FEAGLE, DISTRICT FOUR

**Contact:**

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**History, Facts & Issues:**

**Options:**

**Attachments:**

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

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**Budgeted Expense:**

**Submitted By:**

COMMISSIONER PAM FEAGLE, DISTRICT FOUR

**Contact:**

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**History, Facts & Issues:**

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**Fiscal Impact:**

TO BE DETERMINED

**Budgeted Expense:**

**Submitted By:**

COMMISSIONER PAM FEAGLE, DISTRICT FOUR

**Contact:**

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

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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**Fiscal Impact:**

TO BE DETERMINED

**Budgeted Expense:**

**Submitted By:**

COMMISSIONER PAM FEAGLE, DISTRICT FOUR

**Contact:**

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

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

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TO BE DETERMINED

**Budgeted Expense:**

**Submitted By:**

COMMISSIONER PAM FEAGLE, DISTRICT FOUR

**Contact:**

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

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**



THE BOARD TO DISCUSS SEEKING FUNDING OPPORTUNITIES AND LOCATION RECOMMENDATIONS FOR A NEW COUNTY EXTENSION FACILITY AWAY AND APART FROM FOREST CAPITAL HALL, AS AGENDAED BY PAM FEAGLE, COMMISSIONER DISTRICT FOUR

**MEETING DATE REQUESTED:**

JUNE 23, 2015

**Statement of Issue:**

THE CURRENT COUNTY EXTENSION OFFICE IS HOUSED AT FOREST CAPITAL HALL. IN ORDER TO CREATE MORE EVENT SPACE AT FOREST CAPITAL HALL AND IN ORDER TO GIVE THE COUNTY EXTENSION AGENCY A MORE USABLE WORKSPACE FOR ITS VARIOUS FUNCTIONS, THE BOARD IS LOOKING FOR A LOCATION MORE CONDUCTIVE TO COUNTY EXTENSION'S FUNCTIONS. THE BOARD IS ALSO SEEKING FUNDING OPPORTUNITIES FOR BUILDING A NEW FACILITY.

**Recommended Action:**

TASK THE COUNTY ADMINISTRATOR TO RESEARCH THE POSSIBILITIES AND REPORT TO THE BOARD.

**Fiscal Impact:**

TO BE DETERMINED

**Budgeted Expense:**

**Submitted By:**

COMMISSIONER PAM FEAGLE, DISTRICT FOUR

**Contact:**

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

**History, Facts & Issues:**

**Options:**

**Attachments:**