

SUGGESTED AGENDA

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA
REGULAR BOARD MEETING
MONDAY, MAY 2, 2016
6:00 P.M.
201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE**

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

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

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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF APRIL 4 AND APRIL 19, 2016.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND, AS AGENDAED BY COUNTY FINANCE.
7. THE BOARD TO CONSIDER APPROVAL OF COMMISSIONER FEAGLE'S OFFICIAL BOND, DATED OCTOBER 9, 2014.

8. THE BOARD TO APPROVE THE REQUEST TO REMOVE COUNTY ASSETS, THAT ARE UNDER THE PURCHASING THRESHOLD OF \$1000, FROM COUNTY INVENTORY, AS AGENDAED BY THERESA COPELAND, IT DIRECTOR.
9. THE BOARD TO REVIEW AND APPROVE A CONTRACT BETWEEN THE BOARD AND B&B SANITATION, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
10. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT APPLICATION FOR FY 2015-2016, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
11. THE BOARD TO ACKNOWLEDGE AWARD OF THE OSTEE ROAD WIDENING/RESURFACING PROJECT TO SANDCO, INC., AND TO RATIFY THE CONTRACT, AS SIGNED BY THE COUNTY ADMINISTRATOR, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
12. THE BOARD TO APPROVE A MODIFICATION OF THE APPROVED CAPITAL IMPROVEMENT PLAN FOR FY 16, TO TRANSFER \$5000 FROM THE ALLOTMENT FOR THE OLD HOSPITAL FEASIBILITY STUDY, TO SUPPLEMENT IMPROVEMENTS TO HODGES PARK (FRDAP) EXPENDITURES.
13. THE BOARD TO APPROVE AND ADOPT THE FRAUDULENT MISCONDUCT AND ANTI-FRAUD AWARENESS POLICY, AS REQUIRED TO BE IN COMPLIANCE WITH THE U.S. DEPARTMENT OF TREASURY RESTORE ACT REQUIREMENTS AND POLICIES, AS AGENDAED BY THE GRANTS DIRECTOR.

BIDS/PUBLIC HEARINGS:

14. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO UPDATE THE PUBLIC AND RECEIVE INPUT AS TO THE STATUS OF THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM.

PUBLIC REQUESTS:

15. TOM SINGLETON, SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD), TO APPEAR TO UPDATE THE BOARD ON SURFACE WATER IMPROVEMENT PLANS (SWIM PLANS).

16. BOB AND VELINDA ROOT TO APPEAR TO ADDRESS THE BOARD REGARDING THE BOARD'S DECISION TO MODIFY ANDREW'S LAKE ROAD IN TAYLOR COUNTY.

ADVISORY COMMITTEE REPORTS:

17. THE BOARD TO CONSIDER AN APPOINTMENT TO THE AIRPORT ADVISORY COMMITTEE, AS AGENDAED BY THE GRANTS DIRECTOR.

GENERAL BUSINESS:

18. THE BOARD TO CONSIDER ADOPTION OF A PROCLAMATION, PROCLAIMING MAY 9, 2016 AS CHILD WELFARE PROFESSIONALS RECOGNITION DAY IN TAYLOR COUNTY, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

19. THE BOARD TO REVIEW AND APPROVE THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT APPLICATION FORM AND AUTHORIZING RESOLUTION FOR THE UPCOMING FY 2016-2017 GRANT CYCLE, AS AGENDAED BY THE GRANTS DIRECTOR.
20. THE BOARD TO APPROVE FISCAL YEAR 2016-2017 FUNDING CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION, FOR THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM (SHIP), IN ORDER FOR THE COUNTY TO BE ELIGIBLE TO RECEIVE \$350,000 IN HOUSING ASSISTANCE FUNDING FOR FY 2016-2017, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ATTORNEY ITEMS:

21. THE BOARD TO TASK THE COUNTY ATTORNEY TO ADVERTISE FOR A PUBLIC HEARING ON A REQUEST TO MODIFY THE EXISTING DEVELOPMENT-OF-REGIONAL-IMPACT (DRI) FOR THE FOLEY MASTER DEVELOPMENT OF REGIONAL IMPACT, ADOPTED BY THE BOARD ON FEBRUARY 28, 2012, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

22. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: www.taylorcountygov.com
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT 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.

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RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2016, to be in excess of the advertised budget.

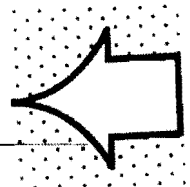
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$19,135	003-3343916	FDOT Grant- Airport Solar PV Farm Feasibility Study
Expenditures:		
\$19,135	0547 -53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 2nd day of May, 2016 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor
(New Grant 2016 FY)

Chairman



**SIGN
HERE**



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

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

Upon motion of Commissioner Page with second by Commissioner Patterson and a vote of 4-0 the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

TO PERFORM A FEASIBILITY STUDY TO DETERMINE THE VIABILITY OF INSTALLING A SOLAR PHOTOVOLTAIC (PV) FARM ON THE AIRPORT PROPERTY WHILE COMPLYING WITH FAA REGULATIONS AT THE PERRY FOLEY AIRPORT.

Financial Project No: 439287-1-94-16

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$19,135.00; FDOT will be funding a maximum of \$19,135.00 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

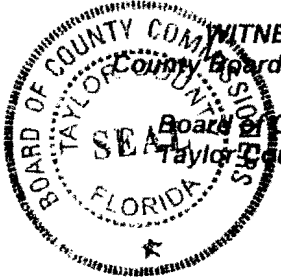
WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI);*
3. The Chairman, Jody DeVane, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Jody DeVane, or his authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 22nd day of March, 2016 in Regular Session by the *Taylor County Board of Commissioners*.

Board of County Commissioners
Taylor County, Florida



By: Jody DeVane
Jody DeVane, Chairman

Attest: Annie Mae Murphy
Annie Mae Murphy, Clerk

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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: April 19, 2016
TO: Tammy

FROM: Melody

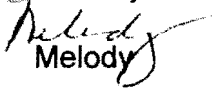
RE: Budget Request
FDOT Solar Farm Feasibility Study
PV

Tammy, please prepare a NEW budget for the attached FDOT grant agreement which funds a Solar Photovoltaic Farm Feasibility Study for Perry-Foley Airport. . The project is 100% funded by this grant and no match is required from the BOCC. Please set the budget as follows:

Contractual Services	53401	\$19,135.00	Feasibility Study for a possible solar farm at Perry-Foley Airport.
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TOTAL BUDGET REQUEST: \$19,135.00

Thank you.


Melody

Revenue:
(003) 3343916
Expenditure:
#8547

BUDGET AMENDMENT REQUEST
2015-2016 FISCAL YEAR

DEPARTMENT: FDOT Grant Solar Farm Feasibility Study
REQUEST DATE : April 19, 2016

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted</u>	<u>Amended Amount</u>	<u>Amendment</u>
53401	Contractual Services	-0-	\$19,135.00	\$19,135.00

Total Amendment Requested \$19, 135.00

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OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, PAMELA A FEAGLE of _____
Principal

405 BISHOP BLVD PERRY, FL 32347
Street Address City State zip

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto STATE OF FLORIDA

in the penal sum of TWO THOUSAND AND NO/100 Dollars

(\$ 2,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 9TH day of OCTOBER, 2014.

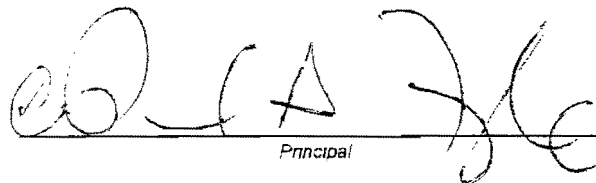
THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of COUNTY COMMISSIONER, DISTRICT 4

for a term of 4YRS

beginning on NOVEMBER 15, 2014 and

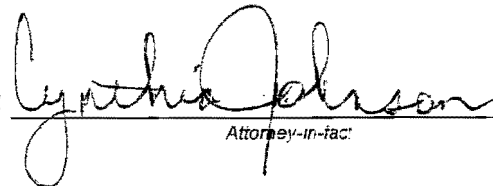
ending on NOVEMBER 15, 2018

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.


Principal



STATE FARM FIRE AND CASUALTY COMPANY

By: 
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this _____ day of _____.

OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Taylor

RECEIVED
SECRETARY OF STATE
2014 DEC 12 AM 10:24

DIVISION OF ELECTIONS
TALLAHASSEE, FL

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Taylor County FL. Board of County Commissioners, District Four
(Title of Office) (Commissioner)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." See § 92.52, Fla. Stat.]

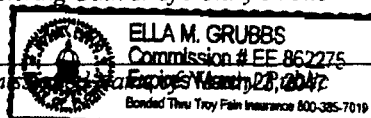
[Signature]
Signature

Sworn to and subscribed before me this 10 day of December, 2014.

Ella M. Grubbs

Signature of Officer Administering Oath or of Notary Public

Print, Type, or Stamp Commission



Personally Known ☒ OR

Produced Identification ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: ☒ Home ☐ Office

405 Bishop Blvd
Street or Post Office Box

PERRY, FL 32347
City, State, Zip Code

Pam Feagle
Print name as you desire commission issued

[Signature]
Signature

Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Eugina Brant, Amanda J. Clifton, Ceola Campbell, Pamela Chancellor, Julie Fehrman, Kim Filter, Mark Fink, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, John R. Horton, Jerry Jacek, Cynthia Johnson, Susan K. Johnson, Connie S. Knox, Christine Macdonnell, Lori McDowell, Thomas P. Miller, Melissa L. Morris, Vicki Redman, Leann Rees, Suzanne M. Robertson, Alice Schuler, Karen Sparks, Mary A. Spotts, Steven M. Straub, Heidi Stevens, Perry Tracy, Kathy J. Walker, Karen Weber, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 10 th day of September, 2013, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 10 th. day of September, 2013.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2017, UNLESS SOONER REVOKED AS PROVIDED.



STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton

John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 10th day of September, 2013, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
Pamela Chancellor
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires August 22, 2017

Pamela Chancellor
Notary Public

My commission expires August 22, 2017

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 9TH day of OCTOBER 2014.



Susan K. Johnson
Susan K. Johnson - Assistant Treasurer

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE THE REQUEST OF REMOVING COUNTY ASSETS THAT ARE UNDER THE PURCHASING THRESHOLD OF \$1000, FROM COUNTY INVENTORY, AS AGENDED BY THERESA COPELAND, IT DIRECTOR

MEETING DATE REQUESTED:

MAY 2, 2016

Statement of Issue: BOARD TO APPROVE REQUEST TO REMOVE ASSETS UNDER \$1000

Recommended Action: APPROVE

Fiscal Impact: SEE ATTACHED DOCUMENTATION

Budgeted Expense: Y/N

Submitted By: THERESA COPELAND

Contact: 838-3500 EXT. 108

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: APPROVE / DISAPPROVE

Attachments: DISPOSITION LIST

BOCC #	DEPT	DESCRIPTION	ACTION	BOCC #	DESCRIPTION	DEPT	ACTION
2195	301	ANGLE GRINDER	SURPLUS	2322	POST HOLE	301	SURPLUS
2323	301	TOOL BOX	SURPLUS	2353	TOOL BOX	301	SURPLUS
2362	301	TRANS. JACK	SURPLUS	5028	AC UNIT	301	SURPLUS
2375	301	RADIO	SURPLUS	5027	BUSH HOG	301	SURPLUS
2386	301	RADIO	SURPLUS	5132	CHAINSAW	301	SURPLUS
2457	301	CONTROL UNIT	SURPLUS	5207	TORCH KIT	301	SURPLUS
2458	301	ANTENNA	SURPLUS	5273	HAMMER DRILL	301	SURPLUS
2484	301	FLOOR DRILL	SURPLUS	5332	CHAINSAW	301	SURPLUS
2538	301	WALL FURNANCE	SURPLUS	5349	FAN	301	SURPLUS
2902	301	RADIO PACKAGE	SURPLUS	5454	TOOL BOX	301	SURPLUS
2903	301	RADIO PACKAGE	SURPLUS	5508	RADIO	301	SURPLUS
2953	301	RADIO PACKAGE	SURPLUS	5509	RADIO	301	SURPLUS
3120	301	CHAIN HOIST	SURPLUS	5510	RADIO	301	SURPLUS
3121	301	BOX LEVELING BLADE	SURPLUS	5532	AC/HEAT UNIT	301	SURPLUS
3310	301	TOOL BOX	SURPLUS	5532-001	MISCELLANEOUS	301	SURPLUS
3328	301	WRENCH AIR PACT	SURPLUS	5551	PEDESTAL FAN	301	SURPLUS
3355	301	TIRE CAGE	SURPLUS	5557	AXLE TRAILER	301	SURPLUS
3753	301	JACK STAND	SURPLUS	5616	TRANS JACK	301	SURPLUS
3754	301	JACK STAND	SURPLUS	5620	MOWER	301	SURPLUS
3770	301	RADIO	SURPLUS	5627	PRUNER	301	SURPLUS
3774	301	RADIO	SURPLUS	5663	RADIO	301	SURPLUS
3850	301	RADIO	SURPLUS	5664	TRAILER	301	SURPLUS
3924	301	UTILITY TRAILER	SURPLUS	5688	22 TON HYBID JACK	301	SURPLUS
3934	301	OIL TANK 200 GAL	SURPLUS	5689	RADIO	301	SURPLUS
3935	301	OIL TANK 480 GAL	SURPLUS	5693	43014	301	SURPLUS
4049	301	WELDING MACHINE	SURPLUS	5698	1 TON TRANS JACK	301	SURPLUS
4056	301	GENERATOR	SURPLUS	5841	TRASH PUMP	301	SURPLUS
4058	301	WATER TANK TRAILER	SURPLUS	5842	TRASH PUMP	301	SURPLUS
4086	301	TIRE BLAST GUN	SURPLUS	5886	45 GALLON FUEL TANK	301	SURPLUS
4113	301	WIDENING BLADE	SURPLUS	5888	MONITOR	301	SURPLUS
4187	301	14 BIN SHELF BIN	SURPLUS	5929	LIGHT BAR	301	SURPLUS
4188	301	21 BIN SHELF UNIT	SURPLUS	5982	CHAINSAW	301	SURPLUS
5025	301	AC Unit	Surplus	6804	Computer	113	Surplus

BOCC#	DEPT	DESCRIPTION	ACTION	BOCC#	DESCRIPTION	DEPT	ACTION
4189	301	2 TON ENGINE HOIST	SURPLUS	5999	43014	301	SURPLUS
4216	301	2 TON ENGINE HOIST	SURPLUS	6120	POLESAW	301	SURPLUS
4376	301	TIRE CHANGER	SURPLUS	6131	STORAGE CABINET	301	SURPLUS
4402	301	DEMOUNT TOOL	SURPLUS	6151	RADIO	301	SURPLUS
4427	301	COLOR TV	SURPLUS	6152	RADIO	301	SURPLUS
4513	301	INDUSTRIAL FAN	SURPLUS	6154	RADIO	301	SURPLUS
4606	301	radio	SURPLUS	6155	RADIO	301	SURPLUS
4708	301	TRAFFICE COUNTER	SURPLUS	6178	50 GALLON FUEL TANK	301	SURPLUS
4740	301	MINI TRAFFIC COUNTER	SURPLUS	6185	CHAINSAW	301	SURPLUS
4752	301	CABLE LOCATER	SURPLUS	6190	TRIMMER	301	SURPLUS
4921	301	CANOPY TOP	SURPLUS	6273	TRIMMER	301	SURPLUS
4922	301	TOOL BOX CAMOBOX	SURPLUS	6274	TRIMMER	301	SURPLUS
5002	301	CAMERA	SURPLUS	6418	MAGA TRACK LOCATO	301	SURPLUS
6487	301	CHAINSAW	SURPLUS	6678	TRIMMER	457	SURPLUS
6488	301	CHAINSAW	SURPLUS	6680	GENERATOR SHED	457	SURPLUS
6539	301	OIL DRAIN PAN	SURPLUS	6473	STEEL DROP BOX	453	SURPLUS
6549	301	STUD REPAIR KIT	SURPLUS	6529	SHELTER	453	SURPLUS
6669	301	WINDOW AC UNIT	SURPLUS	9066-003	SIGN	453	SURPLUS
9006-002	301	WAREHOUSE IMP	SURPLUS	9066-008	MIS. MATERIAL	453	SURPLUS
9006-003	301	GENERATOR SHED	SURPLUS	9066-010	RESTRIPPING	453	SURPLUS
9006-004	301	6 1/2 CONCRETE	SURPLUS	9150	PARK FENCING	486	SURPLUS
9006-005	301	CONCRETE	SURPLUS	9152	PARK SIGN	486	SURPLUS
9006-006	301	MISC EQUIPMENT	SURPLUS	9158	LANDSCAPING	486	SURPLUS
9006-007	301	SUPPLIES FOR WAREHOUSE	SURPLUS	3835	GRAPHOC CALCULATO	303	SURPLUS
9006-009	301	SUPPLIES FOR WAREHOUSE	SURPLUS	5296	IR-016D TRIP	303	SURPLUS
9006-010	301	SUPPLIES FOR WAREHOUSE	SURPLUS	5318	STORAGE CABINET	303	SURPLUS
9006-011	301	SEALER FOR WAREHOUSE	SURPLUS	5368	FILE CABINET	303	SURPLUS
9006-013	301	BLANKET PO	SURPLUS	5893	FILE CABINET	303	SURPLUS
9006-014	301	60 FT RABBIT WIRE	SURPLUS	5539	30X66 DESK	303	SURPLUS
9006-015	301	BUILDING MATERIAL	SURPLUS	7344	COMPUTER	303	SURPLUS
6672	457	CHAINSAW	SURPLUS	7026	COMPUTER	303	SURPLUS
6673	457	POWER PRUNER	SURPLUS	5208	TOP CON AUTOMATIC	303	SURPLUS
6677	457	EDGER	SURPLUS	5777	RADIO	303	SURPLUS

BOCC#	DEPT	DESCRIPTION	ACTION	BOCC#	DESCRIPTION	DEPT	ACTION
5777	303	RADIO	SURPLUS	298	SCANNER	380	SURPLUS
5369	303	MAGNA TRACK	SURPLUS	300	MONITOR	380	SURPLUS
5850	303	AUTOCAD	SURPLUS	303	MONITOR	380	SURPLUS
5781	303	STORMWATER MODELING	SURPLUS	305	MONITOR	380	SURPLUS
5851	303	CIVIL DESIGN	SURPLUS	307	MONITOR	380	SURPLUS
6003	303	MONITOR	SURPLUS	308	MONITOR	380	SURPLUS
6545	303	ABOBE	SURPLUS	310	computer	380	SURPLUS
5723	452	MONITOR	SURPLUS	311	computer	380	SURPLUS
6268	452	TRIMMER	SURPLUS	312	computer	380	SURPLUS
6269	452	TRIMMER	SURPLUS	313	computer	380	SURPLUS
6272	452	POWER PRUNER	SURPLUS	315	computer	380	SURPLUS
6328	452	AC UNIT	SURPLUS	317	printer	380	SURPLUS
7156-002	452	MAINTENANCE	SURPLUS	319	moniter	380	SURPLUS
9095-003	452	WOOD FENCING	SURPLUS	324	computer	380	SURPLUS
4108	452	LIGHTING DETECTOR	SURPLUS	329	laptop	380	SURPLUS
6	380	desk	SURPLUS	332	printer	380	SURPLUS
7	380	desk	SURPLUS	334	printer	380	SURPLUS
25	380	30x60 desk	SURPLUS	336	computer	380	SURPLUS
28	380	30x60 desk	SURPLUS	338	computer	380	SURPLUS
29	380	30x60 desk	SURPLUS	341	computer	380	SURPLUS
39	380	optiscope	SURPLUS	342	computer	380	SURPLUS
58	380	air compressor	SURPLUS	343	computer	380	SURPLUS
60	380	adult scales	SURPLUS	357	computer	380	SURPLUS
61	380	adult scales	SURPLUS	358	computer	380	SURPLUS
81	380	desk	SURPLUS	359	printer	380	SURPLUS
101	380	computer	SURPLUS	365	scanner	380	SURPLUS
117	380	printer	SURPLUS	367	printer	380	SURPLUS
121	380	desk	SURPLUS	371	computer	380	SURPLUS
126	380	tv/vcr	SURPLUS	382	scanner	380	SURPLUS
130	380	doppler	SURPLUS	389	shedder	380	SURPLUS
148	380	printer	SURPLUS	390	printer	380	SURPLUS
149	380	printer	SURPLUS	391	moniter	380	SURPLUS

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179	380	printer	SURPLUS	394	pocket pc	380	SURPLUS
180	380	laptop	SURPLUS	397	computer	380	SURPLUS
195	380	monitor	SURPLUS	401	laptop	380	SURPLUS
206	380	tv	SURPLUS	402	printer	380	SURPLUS
220	380	printer	SURPLUS	405	computer	380	SURPLUS
226	380	computer	SURPLUS	408	laptop	380	SURPLUS
229	380	computer	SURPLUS	409	laptop	380	SURPLUS
230	380	computer	SURPLUS	411	laptop	380	SURPLUS
235	380	computer	SURPLUS	412	laptoo	380	SURPLUS
257	380	computer	SURPLUS	415	monitor	380	SURPLUS
267	380	monitor	SURPLUS	416	laptop	380	SURPLUS
268	380	monitor	SURPLUS	485	printer	380	SURPLUS
271	380	computer	SURPLUS	502	printer	380	SURPLUS
272	380	compiter	SURPLUS	513	server	380	SURPLUS
273	380	computer	SURPLUS	384	printer	380	SURPLUS
275	380	computer	SURPLUS	446	projector	380	SURPLUS
280	380	MONITOR	SURPLUS	90	printer	380	SURPLUS
281	380	MONITOR	SURPLUS	166	printer	380	SURPLUS
282	380	MONITOR	SURPLUS	288	computer	380	SURPLUS
294	380	computer	SURPLUS	296	computer	380	SURPLUS
n/a	380	thermter	SURPLUS	n/a	printer	380	surplus
n/a	380	thermter	SURPLUS				
n/a	380	printer	SURPLUS				
n/a	380	computer	SURPLUS				
n/a	380	computer	SURPLUS				
n/a	380	printer	SURPLUS				
n/a	380	printer	SURPLUS				
n/a	380	fax	SURPLUS				
n/a	380	computer	SURPLUS				
n/a	380	printer	SURPLUS				
n/a	380	switch	SURPLUS				
n/a	380	switch	SURPLUS				
n/a	380	tv	SURPLUS				
n/a	380	MONITOR	SURPLUS				

Florida Department of Health
Taylor County
Items to be surplussed

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Asset ID	Description	Serial Number	Model	Building	RoomID	Manufacturer	AssetTypeID	BCCnum
6	Executive Desk			TCHD	Portal		Furniture	2606
7	Executive Desk			TCHD	Portal		Furniture	2609
25	Walnut Desk 30 x 60			TCHD	Portal		Furniture	2998
28	Walnut Desk 30 x 60			TCHD	Portal		Furniture	3003
29	Walnut Desk 30 x 60			TCHD	Portal		Furniture	3004
39	Otoscope/Optiscope			TCHD	Portal		Medical	3032
58	Air Compressor			TCHD	Portal			3615
60	Adult Scales			TCHD	Portal		Medical	3619
61	Adult Scales			TCHD	Portal		Medical	3623
81	Desk			TCHD	Portal		Furniture	3913
101	Computer	350V7G1	Optiplex 330	TCHD	Portal			
117	Printer	SJPKG035563	Laserjet 5	TCHD	Portal	Hewlett Packard	Printers	4492
121	Desk Workstation			TCHD	Portal		Furniture	4666
126	Magnavox TV/VCR			TCHD	Portal		Furniture	4680
130	Doppler D900	D900		TCHD	Portal		Medical	0
148	Printer	USBGF04981	Laserjet 4100	TCHD	Portal	Hewlett Packard	Printers	5505
149	Printer	SUSBGD07549	Laserjet 2200 DTN	TCHD	Portal	Hewlett Packard	Printers	5506
179	Printer	USBGM01009	2200TN	TCHD	Portal	Hewlett Packard	Printers	5811
180	Laptop	G87J021	C840	TCHD	Portal	Dell	Computers	5812
195	Monitor			TCHD	Portal			
206	Sony TV			TCHD	Portal			5930
220	Printer			TCHD	Portal			
226	Computer	9171W21	GX280	TCHD	Portal	Dell	Computers	5950
229	Computer	BTBJ571	GX280	TCHD	Portal	Dell	Computers	6438
230	Computer	8TBJ571	GX260	TCHD	Portal	Dell		
235	Computer	D1SSP61	GX280	TCHD	Portal	Dell	Computers	6444
257	Computer	1TSHO51	GX270	TCHD	Portal	Dell	Computers	6466
267	Monitor	CN0D5428728725475PGS	E173FP	TCHD	Portal	Dell	Monitors	6513
268	Monitor	CN0S5428728725474PNS	E173FP	TCHD	Portal	Dell	Monitors	6514
271	Computer	3LVGK71	GX280	TCHD	Portal	Dell	Computers	6517
272	Computer	6LVGK71	GX280	TCHD	Portal	Dell	Computers	6518
273	Computer	BLVGK71	GX280	TCHD	Portal	Dell	Computers	6519
275	Computer	JKVGK71	GX280	TCHD	Portal	Dell	Computers	6521
280	Monitor	CN0D54214663353UOPWL	E153FP	TCHD	Portal	Dell	Monitors	6526
281	Monitor	CN0D54214663353UOVYL	E153FP	TCHD	Portal	Dell	Monitors	6527
282	Monitor	CN0D5421466335452GHL	E153FP	TCHD	Portal	Dell	Monitors	6528
288	Computer	50VDBB1	GX620	TCHD	Portal	Dell	Computers	6774
294	Computer	6CZV281	GX280	TCHD	Portal	Dell	Computers	0
296	Computer	C34W281		TCHD	Portal	Dell	Computers	0

Submitted - 4/4/16

Approved _____

Florida Department of Health
Taylor County
Items to be surplussed

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Asset ID	Description	Serial Number	Model	Building	RoomID	Manufacturer	AssetTypeID	BCCnum
298	Scanner	139481	FI-4120C2	TCHD	Portal	Fujitsu	IT Misc	0
300	Monitor	CN0D54287287256K23YL	E173FP	TCHD	Portal	Dell	Monitors	0
303	Monitor	CN0Y44137287256A9C4L	E153FP	TCHD	Portal	Dell	Monitors	0
305	Monitor			TCHD	Portal			
307	Monitor	CN0Y44137287256A9CVL	E153FP	TCHD	Portal	Dell	Monitors	0
308	Monitor	CN0Y44137287256A9CEL	E153FP	TCHD	Portal	Dell	Monitors	0
310	Computer	B5SYS81	GX620	TCHD	Portal	Dell	Computers	0
311	Computer	55SYS81	GX620	TCHD	Portal	Dell	Computers	0
312	Computer	76SYS81	GX620	TCHD	Portal	Dell	Computers	0
313	Computer	G5LYS81	GX620	TCHD	Portal	Dell	Computers	0
315	Computer	H9TCBB1	GX260	TCHD	Portal	Dell	Computers	0
317	Printer	CNDXB20470	LJ 4250	TCHD	Portal	Hewlett Packard	Printers	0
319	Monitor	CNOWH3187287267E3E8	E177FP	TCHD	Portal	Dell	Monitors	0
324	Computer		Optiplex 755	TCHD	Portal	Dell	Computers	0
329	Laptop	JDRW2D1	Latitude D420	TCHD	Portal	Dell	Computers	6925
332	Printer	CNYCS01881	Laserjet 3000	TCHD	Portal	Hewlett Packard	Printers	6928
334	Printer all in one	MY66NQ735K	Officejet 7310	TCHD	Portal	Hewlett Packard	Printers	0
336	Computer	5PYPYB1	GX620	TCHD	Portal	Dell	Computers	0
338	Computer	BPYPYB1	GX620	TCHD	Portal	Dell	Computers	0
341	Computer	HNYPYB1	GX620	TCHD	Portal	Dell	Computers	0
342	Computer	GMZQZC1	GX620	TCHD	Portal	Dell	Computers	0
343	Computer	3NZQZC1	Optiplex GX620	TCHD	Portal			
357	Computer	D74GKC1	GX620	TCHD	Portal	Dell	Computers	0
358	Computer	184GKC1	GX620	TCHD	Portal	Dell	Computers	0
359	Printer	CNBC67T1J7	Laserjet 2605	TCHD	Portal	Hewlett Packard	Printers	0
365	Scanner	714TW107435Q1300192	Strobe XP450	TCHD	Portal	Visioneer	IT Misc	0
367	Printer	SCNGXB72322	Laserjet 4250	TCHD	Portal	Hewlett Packard	Printers	0
371	Computer	GHNVD2D1	Optiplex 745 USFF	TCHD	Portal	Dell	Computers	0
382	Scanner	CN48HT601B	Scanjet 5550c	TCHD	Portal	Hewlett Packard	IT Misc	0
389	Shredder	81984		TCHD	Portal		OffEquip	0
390	Printer	MY2AT1N451	Deskjet 5550	TCHD	Portal	Hewlett Packard	Printers	0
391	MONITOR	CN-OFJ181-64180-6BU-3VBS		TCHD	Portal	Dell		0
394	Pocket PC			TCHD	Portal			
397	Computer	BYXTMF1		TCHD	Portal	Dell	Computers	0
401	Laptop	HVXNZF1	Latitude D630	TCHD	Portal	Dell	Computers	7005
402	Printer	SCNWHH18161	3600DN	TCHD	Portal	Hewlett Packard	Printers	0
405	Computer			TCHD	Portal			
408	Laptop	2SVYMG1	D830	TCHD	Portal	Dell	Computers	0
409	Laptop	5RVYMG1	D830	TCHD	Portal	Dell	Computers	0

Submitted - 4/4/16

Approved _____

Florida Department of Health
Taylor County
Items to be surplussed

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Asset ID	Description	Serial Number	Model	Building	RoomID	Manufacturer	AssetTypeID	BCCnum
411	Laptop	6SVYMG1	D830	TCHD	Portal	Dell	Computers	0
412	Laptop	45Y5KH1	D830	TCHD	Portal	Dell	Computers	0
415	Monitor		E228FP	TCHD	Portal	Dell	Monitors	0
416	Laptop	57N96J1		TCHD	Portal	Dell	Computers	0
485	Printer	721ZWC4	3330dn	TCHD	Portal	Dell	Printers	0
502	Printer	72249FG	2350dn	TCHD	Portal	Dell	Printers	0
513	Server	C8NWW1	e12s	TCHD	Portal	Dell		0
	Thermeter			TCHD	Portal			4096
	Thermeter			TCHD	Portal			4470
	Printer		HP LJ6P	TCHD	Portal			4674
	Computer	350V7G1	Optiplex 330	TCHD	Portal			
	Computer	3NZA2C1	Optiplex 620	TCHD	Portal			
	Printer		HP DJ D1455	TCHD	Portal			
	Printer		HP DJ S550	TCHD	Portal			
	Fax Machine			TCHD	Portal			
	Computer	8MDSQH1	Latitude D830	TCHD	Portal			
	Printer		HP LJ 4	TCHD	Portal			
	Switch			TCHD	Portal			
	Switch			TCHD	Portal			
	TV			TCHD	Portal			
	Monitor			TCHD	Portal			3732
	Printer		HPLH P4015n	TCHD	Portal			
384	Printer	56361977	Orion	TCHD	Portal	Zebra	Printers	
446	Projector		IN1204	TCHD	Portal	IN FOCUS	IT Misc	
90	Eltron Printer	44018725		TCHD	Portal		Printers	
166	Printer	63050418	LP2844	TCHD	Portal	Zebra	Printers	

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


THE BOARD TO REVIEW AND APPROVE A CONTRACT BETWEEN THE BOARD AND B&B PORTA TOILETS, INC., AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

MAY 2, 2016

Statement of Issue: THIS IS A TWO-YEAR RENTAL AGREEMENT FOR NINE (9) PORTABLE TOILETS FOR THE 9 ROLL OFF SITES. COST IS \$9009 PER YEAR FOR ALL.

Recommended Action: APPROVE THE CONTRACT

Fiscal Impact: \$9009 PER FY

Budgeted Expense: YES

Submitted By: GARY WAMBOLT 850-838-3533

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: LAST YEAR'S CONTRACT PRICE WAS \$8100 PER YEAR

Options:

Attachments:

CONTRACT FORM

This contract made the 17th day of December, 2016 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **B&B SANITATION**, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all tasks required to be performed and shall provide and furnish all the setup, labor, necessary tools, and all transportation services required to perform and complete in a workmanlike manner all the work required in connection with providing portable toilets for nine (9) Solid Waste Collection Centers. The Contractor agrees to provide all service, maintenance and repairs in association with the Portable Toilets in accordance with the quote submitted by B&B Sanitation. Contractor shall comply with any and all state and federal laws and regulations for this service. The following is a general description of the project elements: Contractor shall be responsible for the following. Set-up of each Unit (each unit set-up must be cleaned, in good repair and approved by the Environmental Services Director). Maintenance of each unit. Repair of each Unit (in the event the Unit cannot be repaired then replacement of said Unit). Weekly Pumping Service of each Unit. Upkeep and supplies to include chemicals, deodorizers, and paper. Keeping a Record of each service to include date, time, condition of said unit, and initials of servicing operator posted on the inside door of each unit. The County will on occasion, have a need for additional toilets on a limited term basis for special projects. The Contractor agrees to furnish additional toilets to the county at the same rate as quoted in the contract documents. Two-Year Rental Agreement for (9) Portable Toilets for the (9) Solid Waste Collection Centers at the following locations.
 - a. Carlton Springs Cemetery Road

- b. Blue Springs Lake Road (Keaton Beach Area)
- c. Steinhatchee (C.R. 361)
- d. Highway 98 & County Road 14 (Aucilla Area)
- e. Salem (off Highway 19 South)
- f. Shady Grove (Highway 14A)
- g. Bernard Johnson Road (off Johnson Stripling Road)
- h. Harrison Blue Road (end of Harrison Blue Road)
- i. Eridu (Pleasant Grove Road)

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of

\$ 9,009 per year to be paid on a monthly basis.

3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 2 (two) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.

4. **ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as

to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work detailed under the Contract, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

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

9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

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

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

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

13. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Contractors proposal
- (b) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list

enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Environmental Services 3750 Highway 98 West Perry Florida 32347, telephone number (850) 838-3533.

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

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2016.

WITNESSES:

TAYLOR COUNTY

Jody Devane
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

CONTRACTOR

B&B SANITATION

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, _____, who is personally known to me and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

**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 Taylor County Board of County Commissioners
2. This sworn statement is submitted by B&B Porta Toilets, Inc
(Name of entity submitting sworn statement)

Whose business address is 596 Charles Hendry Rd, Perry, Fl 32348

_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is 20-0854047,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is Christina E. Craft and my relationship to the entity
name above is Corporate Secretary.
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)

X 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).

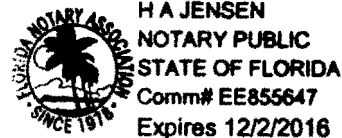
_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the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

Christina E. Craft
(Signature)

February 8, 2016
(Date)

STATE OF Florida
COUNTY OF Taylor



PERSONALLY APPEARED BEFORE ME, the undersigned authority, Christina Craft,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 8th day
of February, 2016.

My commission expires: 12-2-16

H A Jensen
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Argenia, LLC PO Box 17370 Little Rock, AR 72222-7370	CONTACT NAME: Argenia, LLC
	PHONE (A/C, No, Ext): (501) 227-9670 FAX (A/C, No): (501) 227-8105
	E-MAIL ADDRESS: info@argenia.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Atlantic Casualty Insurance NAIC# 42846
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			L103003524	6/29/2015	6/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
19061 - Portable Toilet Rentals

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elizabeth A. [Signature]

#A003280

B&B SANITATION
PO BOX 1564
PERRY, FL 32348
PH: 850-584-9191 FX:850-838-1919

Worker's Compensation Hold Harmless Agreement

This is to Certify that we, B&B Porta Toilets, Inc. located at 596 Charles Hendry Rd. Perry, FL 32348 is in full compliance with the Worker's Compensation Laws of the state of Florida. Furthermore, B&B Porta Toilets, Inc Agrees to release, indemnify, and hold harmless, Taylor County Board of County Commissioners from all claims, fines and actions, including any award by a Worker's Compensation Court or similar administrative body or court of law, arising out of claims by an employee or agent of B&B Porta Toilets, Inc for work related injuries occurring from activities necessary to satisfy contract agreement. Contract agreement includes all duties related to the placement, maintenance & repair and removal of portable restrooms and related equipment.

Signature: Christina E. Craft
Title: Secretary
Date: February 4, 2016

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 01 A

INFORMATION PAGE													
Insurer: Florida Citrus, Business & Industries Fund Carrier Code: 31259 1. INSURED: B&B PORTA TOILET, INC B&B SANITATION Mailing address: P.O. BOX 1564 PERRY, FL 32348		Renewal of Policy No.: 10646744 Policy No.: 10646744 <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation Or _____ Insured's I.D. No(s) 200854047 FEIN											
2. POLICY PERIOD: The policy period is from 03/04/15 to 03/04/16		12:01 A.M. Standard Time, at the insured's mailing address											
3. COVERAGE: <p>A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida</p> <p>B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in Item 3.A. The limits of our liability under Part Two are:</p> <table style="width: 100%; margin-left: 400px;"> <tr> <td>Bodily Injury by Accident</td> <td style="text-align: right;">\$ 100,000</td> <td>Each Accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td style="text-align: right;">\$ 500,000</td> <td>Policy Limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td style="text-align: right;">\$ 100,000</td> <td>Each Employee</td> </tr> </table> <p>C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:</p> <p>D. This policy includes these endorsements and schedules: WC 00 00 01 A, WC 09 04 07, WC 09 03 03, WC 99 06 04, WC 00 03 08, WC 09 04 03 B, WC 99 00 01</p>					Bodily Injury by Accident	\$ 100,000	Each Accident	Bodily Injury by Disease	\$ 500,000	Policy Limit	Bodily Injury by Disease	\$ 100,000	Each Employee
Bodily Injury by Accident	\$ 100,000	Each Accident											
Bodily Injury by Disease	\$ 500,000	Policy Limit											
Bodily Injury by Disease	\$ 100,000	Each Employee											
4. PREMIUM: The Premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.													
Classifications	Code No.	Premium basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Premium									
See Extension Schedule													
		Subject Premium		4,518									
		Experience Modification 1.00		Modified Premium									
		Standard Premium		4,518									
		<i>Expense Constant</i>		200									
		<i>Terrorism Risk Insurance Premium</i>		18									
Minimum Premium 992	Deposit Premium	Total Estimated Premium		4,736									
Name of Producer: NWP: Newport Insurance Agency, Inc. (850) 584-2909 PO BOX 420 Perry, FL 32348 Servicing Office: FUBA WORKERS' COMP PO Box 1303 Tallahassee, FL 32302 Telephone No.: (888) 262-4483													
Countersigned by Authorized Representative			02/18/15 Date										

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify County's Administrator's signature on the Small County Consolidated Solid Waste Management Grant Application for FY 2015-2016

MEETING DATE REQUESTED:

May 2, 2016

Statement of Issue: Board to ratify the County Administrator's signature on the Small County Consolidated Solid Waste Management Grant Application for FY 2015-2016

Recommended Action: Ratify the County Administrator's signature on the FY 2015/2016 Grant Application.

Fiscal Impact: The County is eligible to receive up to \$90,909 from the DEP Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County had previously ratified the County Administrator's signature on a grant application requesting funding assistance in the amount of \$45,455 which was the maximum amount. The maximum has been increased to \$ 90,909 and the County is submitting a revised grant application and work plan requesting the maximum funding. The grant funds will be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal.

Attachments: Grant Application and Work Plan.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Small County Consolidated
Solid Waste Management
Grant Application
Effective Date: December 17, 2013
Incorporated in Rule: 62-716.500(2), F.A.C.

Small County Consolidated Solid Waste Management Grant Application

1. Name of County Taylor County Board of Commissioners

2. Address of County 201 E. Green Street, Perry, Florida 32347

3. Federal Employer Identification Number 59 -6000879

4. Name and Title of Contact Person (person handling program on a daily basis)
Name Melody Cox Title Grants Director

5. Address of Contact Person 201 E. Green Street, Perry, FL 32347

6. Telephone Number of Contact Person (850) 838-3553

7. Population of County 22,582

8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510(1)

- | | |
|---|---|
| <input type="checkbox"/> a. Purchasing or repairing solid waste scales | <input type="checkbox"/> e. Maintenance of solid waste facilities |
| <input checked="" type="checkbox"/> b. Annual solid waste management program
operating costs (may include waste tire and
litter control and prevention) | <input type="checkbox"/> f. Education for employees or public |
| <input type="checkbox"/> c. Planning | <input type="checkbox"/> g. Recycling demonstration projects |
| <input type="checkbox"/> d. Construction of solid waste facilities | |

9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.

10. Name and Title of Authorized Representative
Name Dustin Hinkel Title County Administrator

11. This application is due by July 1, of each year.

12. E-Mail Address of Contact person melody.cox@taylorcountygov.com

13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)

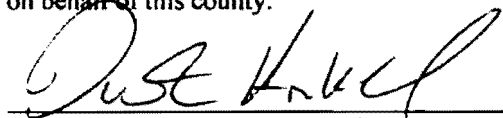
13A. Name of County (as it appears in M.F.M.P.) Taylor County Board of Commissioners

13B. Address of County (as it appears in M.F.M.P.) PO Box 620, Perry, FL 32348

*Consolidated Small County Solid Waste
Management Grant Application
Page 2*

14. Is your County **Self-Insured** for Liability Insurance, appropriate and allowable under Florida Law? YES NO X
If your county is self-insured, we must have a written statement from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.



Signature of Authorized Representative

4/25/16

Date

NOTE: This form may be submitted electronically to waste.grants@dep.state.fl.us or by mail to Financial Management and Procurement, MS 4500, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

ATTACHMENT A GRANT WORK PLAN

Project Title: *Provide a brief title for the project proposed.*
TAYLOR-Small County Consolidated Solid Waste Grant

Project Location: *Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.*
Taylor County, Florida

Project Background: *Provide a summary of the site/project area and the justification supporting the need for the Florida Department of Environmental Protection to fund the proposed project.*

The Taylor County Board of Commissioners provides recycling services and waste tire disposal for residents and businesses in the City of Perry and for the unincorporated areas of Taylor County. The Small County Solid Waste Management Grant, administered by the Florida Department of Environmental Protection provides funding for these programs. The Florida legislature appropriated funding for Small Counties FY 2015-2016 which can be used for general solid waste management, litter prevention and control, recycling, and education programs. Small Counties will each receive \$90,909 for the operation and administration of solid waste program(s). Taylor County's solid waste and recycling program meets the guidelines as set forth by legislative action with the Solid Waste Management Act of 1988.

Project Description: *Provide a detailed description of the work to be performed for the project. Project descriptions should include specific tasks for accomplishing the completion of the project.*

The Taylor County Recycling program provides recycling services for county residents and small businesses. Materials such as old newspaper (ONP), corrugated cardboard (OCC), plastic (PETE, HDPE), aluminum cans and metal (ferrous and non-ferrous) are collected throughout the county and brought to a central facility for processing. The materials are either bulked or baled and shipped to a large processor (Newark Recycled Fibers) for final disposition. The County picks up cardboard from 25 businesses on a regular schedule. Recycle Bags are picked up from 9 locations and cans and other materials to be recycled are picked up from containers at 9 additional locations. Revenues received from the Recycling Program are credited to the Solid Waste Recycling Revenue Account and are used specifically to fund and operate the County's recycling program. The County anticipates disposing of 54.561 tons of waste tires FY 2015-2016.

Task 1 will provide recycling services for residents and small businesses by funding three (3) full time positions and partial funding for a fourth (4th) full time position for the operation of the recycling and collection facility.

Task 2 will provide for the disposal of waste tires.

Project Tasks/Deliverables: *Provide a clear, detailed description of the task that is to be completed. Identify deliverables to result from the task. (Examples include: operations logs, sampling reports, hauling and disposal logs, something as proof that the task was completed, etc.) Identify dates for providing the deliverables on a schedule after the date of agreement execution. Payment will only be made upon submittal and approval of deliverable identified for the task. (If the Grantee wants to be reimbursed quarterly then a quarterly deliverable and budget must be provided). Format should appear as follows:*

Task # 1

Task Title: Recycling Services for Residents and Small Businesses

Task Description: Operation of recycling and collection facility for the recycling program.

Deliverable Description: Documentation of staff salary expenditures – Payroll Reports, Recycling Reports for pickups at local businesses and facilities, and Revenue Audit Trail Reports

Deliverable Budget: \$79,996.80

Project Budget Detail: *Provide budget detail for each deliverable being funded under this Agreement.*

Salaries: *Provide the positions that will be paid under this Agreement, what their hourly rate is and how many hours it is anticipated they will work on the project.*

Position	Hours	Hourly Rate	Annual Salary	Total
Recycling Technician	2080	\$10.50	\$21,840.00	\$21,840.00
Utilities Mechanic	2080	\$10.50	\$21,840.00	\$21,840.00
Heavy Equipment Operator	2080	\$11.00	\$22,880.00	\$22,880.00
Recycling Secretary	1040	\$12.92	\$13,436.80	\$13,436.80
Total Salary			(Actual \$79,996.80)	\$79,996.80

Total Salaries: = \$79,996.80 / 4 Qtrs. = \$19,999.20 per Qtr.

Fringe Benefits: *Provide the fringe benefit rate and the benefits included in the rate.*

NOT APPLICABLE

Travel: *Who is traveling and to where and what task is it under?* **NOT APPLICABLE**

Contractual: *What services will be subcontracted?* **NOT APPLICABLE**

Equipment: *What equipment will be purchased? Equipment is \$1,000 or more per unit cost. This includes vehicles if approved by the Department.* **NOT APPLICABLE**

Supplies/Other Expenses: *What supplies will be purchased? What are the other costs? (rental, postage, copying, any costs other than salaries, fringe benefits, travel, contracted services).* **NOT APPLICABLE**

Performance Measure:

The County will submit Recycling reports for pickups at local businesses and facilities, and Revenue Audit Trail Reports.

Task 1: This task fulfills the goals of FS Chapter 62 – 716 with the operation of the County collection and recycling facility. The County recycling rates (21% to 24%) will be maintained and/or increased. Revenue the County receives from the operation of the recycling program will be reviewed to ensure revenue figures are increased or at a minimum, maintained at current levels. As per FS Chapter 62 – 716, the County recycling program serves both the public sector and small private businesses.

Task #2

Task Title: Disposal of Waste Tires

Task Description: Disposal of 54.561 tons of Waste Tires

Deliverable Description: Copy of invoices and proof of payment

Deliverable Budget: \$10,912.20

COMPANY	PRICE PER TON	TONNAGE	TOTAL COST
D.E. Barnes	\$200.00	53.561	\$10,712.20
Aucilla Area Landfill	\$200.00	1.00	\$200.00
TOTAL COST			\$10,912.20

Performance Measure:

The County will submit documentation of the disposal of waste tires.

Task 2: Will provide for the disposal of 54.561 tons of waste tires in compliance with FS Chapter 62-716.620 (b) and (c). The County has no other means of waste tire disposal other than the collection of tires to be sent to an out- of-county disposal/processing center.

Task No.	Task Title	Start	Complete	Deliverable	Deliverable Due Dates
1	Recycling Service	10/01/2015	09/30/2016	Quarterly Reports with support doc.	Jan. 31 st , April 30 th , July 31 st , Oct. 31 st .
2	Waste Tire Disposal	10/01/2015	09/30/2016	Quarterly Reports with support doc.	Jan. 31 st , April 30 th , July 31 st , Oct. 31 st .

Total Project Budget:

Budget Category	DEP Funding Amount
Salaries:	\$79,996.80
Fringe Benefits:	
Travel:	
Contractual Services:	
Equipment Purchases	
Supplies/Other Expenses	\$10,912.20
Land	N/A
Indirect:	N/A
Total Funding Amount:	\$90,909.00

Total Budget by Task: *The tasks identified here should agree with the tasks identified and described above.*

Task	DEP Funding Amount
1 Recycling Service	\$79,996.80
2 Waste Tire Disposal	\$10,912.20
3	
4	
5	
6	
Total Funding Amount:	\$90,909.00

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO ACKNOWLEDGE AWARD OF THE OSTEEN ROAD WIDENING/RESURFACING PROJECT TO SANDCO, INC. AND RATIFY THE CONTRACT AS SIGNED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

May 2, 2016

Statement of Issue:

Board to acknowledge award of the Osteen Road Widening/Resurfacing Project to SANDCO, Inc. and to consider request to ratify the County Administrator's signature of the contract.

Recommended Action: Acknowledge award of the Osteen Road project to SANDCO as the lowest responsive bidder and approve the request to ratify the contract as signed by the County Administrator.

Fiscal Impact: FISCAL YR 2015/16 - \$1,238,635.85

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners received Staff's recommendation on April 4, 2016 concerning the bids received for the Osteen Road Widening and resurfacing project. The recommendation for that item included several issues among which was to award the bid to the lowest apparent bidder.

Staff recommends that the Board accept and approve Supplemental Agreement No. 2 along with passing a Resolution authorizing its execution by the Chairperson and award the Osteen Road bid to the lowest responsive bidder. Additionally, Staff also recommends that the Board approve using Secondary Roads Paving Account Common funding (0308-56310) for the project's budgetary shortfall. Lastly, Staff recommends approving the Construction Engineering Inspection Task Order with Causseaux, Hewett and Walpole, Inc.

Though Staff perceives the Commission's intent was to approve its multi-part recommendation as written, the approval motion did not specifically mention awarding the project to SANDCO. Therefore, Staff recommends that the Board acknowledge its intent to approve the award to SANDCO by ratifying the County Administrator's signature of the project contract. See attached.

The County Administrator signed and executed the attached contract and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Acknowledge award of the Osteen Road Widening/Resurfacing project to SANDCO as the lowest responsive bidder and approve the request to ratify the contract as signed by the County Administrator.
- 2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Contract

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and
SANDCO, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Osteen Road (CR 359B) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the Osteen Road (CR 359B) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, variable depth limerock overlay, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing guardrail and stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to a lump sum project, with add/deduct items as specified on the Bid Proposal.

ARTICLE 3 - ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering Division
201 East Green Street
Perry, FL 32347
850.838.3500

3.02 The Project will be administered by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 160 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a Lump Sum of:

One Million Two Hundred Thirty Eight Thousand Six Hundred Thirty Five Dollars and Eighty Five Cents	(\$1,238,635.85)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited 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. Contractor 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 Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground

Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 133 sheets with each sheet bearing the following general title: Osteen Road (CR 359B) Widening/Resurfacing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers 1 to 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-6, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 12, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information. 5 pages.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Preference To State Residents

A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

10.06 Public Records Provision

A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Other Provisions

- A. Venue for disputes arising from this contract shall be Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on April 26, 2016 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Dustin Hink

County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

SANDCO, Inc.

By: Behzad Shari

Title: President

[CORPORATE SEAL]

Attest: [Signature]

Title: Secretary/Treasurer

Address for giving notices:

4708 Capital Circle NW

Tallahassee, FL 32303

PH 850-205-5218, FX 850-402-7674

License No.: C6C1517856 + CILCA51682
(Where applicable)

Agent for service or process: Behzad Ghezvini

President of Sandco, Inc.

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE A MODIFICATION OF THE APPROVED CAPITAL IMPROVEMENT PLAN FOR FY 16 TO TRANSFER \$5000 FROM THE ALLOTMENT FOR THE OLD HOSPITAL FEASIBILITY STUDY TO SUPPLEMENT IMPROVEMENTS TO HODGES PARK (FRDAP) EXPENDITURES.

MEETING DATE REQUESTED:

MAY 2, 2016

Statement of Issue: AN ADDITIONAL \$5000 IS NEEDED TO PAY FOR THE SHADE COVER AT THE PLAYGROUND AT HODGES PARK.

Recommended Action: Approve the transfer

Fiscal Impact: A reallocation of existing capital funds.

Budgeted Expense:

Submitted By: County Administrator, 838-3500 x 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting Board to approve and adopt the Fraudulent Misconduct and Anti-Fraud Awareness Policy as required to be in compliance with the U.S. Department of Treasury Restore Act requirements and policies.

MEETING DATE REQUESTED:

May 2, 2016

Statement of Issue: The County is required to adopt a Fraudulent Misconduct and Anti-Fraud Awareness Policy to be in compliance with Restore Act requirements.

Recommended Action: Board to approve and adopt the Fraudulent Misconduct and Anti-Fraud Awareness Policy.

Fiscal Impact: An Anti-Fraud Awareness policy must be in place to be eligible to receive Restore Act funds.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Fraudulent Misconduct and Anti-Fraud Awareness Policy has been reviewed and approved by the County Administrator and the Human Resources Director. After approval and adoption by the Board, all County staff members are to receive training on the Policy.

Attachments: Fraudulent Misconduct and Anti-Fraud Awareness Policy

Taylor County Board of Commissioners

Fraudulent Misconduct and Anti-Fraud Awareness Policy



Taylor County Board of Commissioners
Fraudulent Misconduct and Anti-Fraud Awareness Policy

Taylor County Board of Commissioners, elected officials, employees, appointed advisory boards and committees, and anyone who does business for or with Taylor County are all expected to create an open, informative, ethical, and honest culture for our citizens. This Policy is enforced to prohibit individuals from placing county resources at risk through fraudulent misconduct, misappropriation of assets, and fraudulent reporting of information impacting the County. It is the responsibility of the elected officials, employees, advisory boards/committees, and anyone doing business for or with Taylor County to abide by and enforce the provisions of this policy.

Actions constituting fraud include but are not limited to:

1. Any dishonest or fraudulent act
2. Misappropriation of funds, supplies, equipment, or other assets
3. Impropriety in the handling or reporting of money or financial transactions
4. Profiteering as a result of insider knowledge of county activities
5. Disclosing confidential and/or proprietary information to outside parties
6. Accepting or seeking anything of material value from vendors, contractors, or persons providing services or materials to the county.
7. Destruction, removal, or inappropriate use of records, furniture, fixtures, equipment, and other county property
8. Untrue representation about an important fact or event that causes Taylor County to suffer a monetary loss or loss of property.
9. Forgery or alteration of a check, bank draft, or any other financial document.
10. Authorizing or receiving compensation for hours or work not performed

All persons employed by the Taylor County Board of Commissioners must abide by local policies and standards, state and federal regulations including Florida Statutes Chapter 112 Part III Code of Ethics, and the Florida Sunshine Law. Section III Employee Information and Requirements of the Taylor County Personnel Policies Manual specifically refers to Standards of Conduct and Ethics. All County employees receive a copy of the Manual when hired and are required to abide by all policies. The Department Head/Professional Staff Evaluation includes a Code of Ethics with eleven Tenets which all applicable management staff are required to sign annually at a minimum.

Fundamental elements of an effective Fraudulent Misconduct and Anti-Fraud Policy that are established by the County include:

1. Creating and maintaining a culture of honesty.
2. Setting the appropriate tone for intolerance of fraudulent acts by word and deed through compliance with all federal, state and local laws, rules, regulations, and policies.
3. Evaluation of the risks and types of fraud and implementing the process, procedures and controls needed to mitigate those risks
4. Developing an appropriate oversight process.
5. Assign responsibility for the development of adequate management controls.

Execution of these elements include but are not limited to the following practices followed by the County Administrator's office, Human Resources, and management staff:

Hiring and Promoting Appropriate Employees

To be successful in preventing fraud, the County has set forth policies that minimize the chance of hiring or promoting individuals with low levels of honesty, especially for positions of trust. Proactive hiring and promotion procedures include:

1. Conducting background investigations on individuals being considered for employment or for promotion to a position of trust
2. Thoroughly checking a candidate's education, employment history, and personal references
3. Periodic training of all employees about the County's values and code of ethics
4. Incorporating into regular performance reviews an evaluation of how each individual has contributed to creating an appropriate workplace environment in line with the County's values and code of ethics

The County ensures compliance with Florida Statute 768.096- Employee presumption against negligent hiring.

Training

1. New employees are provided at the time of hiring, a copy of the Taylor County Personnel Policies Manual and Code of Ethics. These materials specifically cover an employee's duty to communicate actual or suspected fraud or misconduct. Employee conduct is outlined in Section III- Employee Information And Requirements of the Manual.
2. Employees receive refresher training periodically. Department Heads, Supervisors, and Coordinators receive training at least twice a year. It is the responsibility of Department Heads to ensure employees in their department(s) receive any updates or changes to personnel policies and information.
3. Flyers are posted at all County facilities which have employees in locations easily seen by all employees with contact information to report fraud without fear of any adverse actions.

Purchasing and Inventory Procedures

The County has specific purchasing, procurement through the bidding processing, and inventory written policies, and procedures which are strictly adhered.

1. All purchasing and procurement goes through a **minimum** of a three step approval process.
2. All invoices and accounts payable goes through a **minimum** of a four step approval process.
3. All grant funded projects and purchases adhere to Steps 1 and 2 as well as the policies and procedures of the funding agency and the terms of executed grant contracts.
4. All property with a value of more than \$1,000 is inventory tagged, tracked, and electronically maintained by the Board of Commissioners. Inventory is taken at a **minimum** annually. All Department Heads are responsible for all equipment and capital items in departments they are responsible for and these responsibilities are clearly outlined in the inventory/tangible personal property manuals.

Elected officials, employees, appointed advisory boards/committees, and anyone who has a business relationship with Taylor County must abide by County anti-fraud policies and procedures. As a means to ensure all possible measures are taken by the County to eliminate any type of contractor fraud, bid submission documents and contracts may contain and require execution of the following documents as so applicable:

- Bid Affidavit
- Bid Bond
- Performance Bond

- Payment Bond
- Bidder's Qualification Questionnaire
- Form of Noncollusion Affidavit
- Drug-Free Workplace Certification
- Certification of Non-Segregated Facilities
- Indemnification And Hold Harmless
- Worker's Compensation Affidavit
- Florida Statutes, Public Entity Crimes Statement
- Davis-Bacon Certification
- Insurance Compliance Certification
- Standard Forms of Agreement
- Disadvantage Business Enterprise (DBE) Certificate of Compliance
- Standard Assurances
- Certification Regarding Debarment, Suspension And Other Responsibility Matters

Any elected official, employee, appointed advisory board or committee member, or anyone who does business for or with Taylor County who suspects dishonest or fraudulent behavior or activity should notify the Taylor County Human Resources Director at 850-838-3500 Ext. 113 or the County Administrator's office at 850-838-3500 Ext. 107 **immediately**. The complainant may be required to sign a written statement if the complaint is valid and requires action. Employees may also remain anonymous when contacting Human Resources and/or the County Administrator's office. All employees are protected from adverse actions resulting from reporting suspected fraud or associated misconduct as per Florida Statutes 112.3187-112.31895. No person who acted in accordance with this policy shall be:

- Dismissed or threatened with dismissal
- Disciplined, suspended, or threatened with discipline or suspension
- Penalized
- Intimidated or coerced

The reporting individual should not contact the suspected individual(s) in an effort to determine the facts, discuss the complaint, or demand restitution. The reporting individual should not discuss the case, facts, suspicions, or allegations with anyone other than the Human Resources Director and/or the County Administrator unless directed to do so by the County Administrator and/or the County's legal counsel. It shall also be a violation of this policy for any informant/complainant to make a baseless allegation of fraudulent activity that is made with malice or reckless disregard for truth that is intended to be disruptive or to cause harm to another individual. Any violation of this nature may result in disciplinary action up to and including termination of employment.

Great care will be taken in the investigation of suspected fraud, improprieties, or irregularities as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. This is paramount in order to avoid damaging the reputation of persons suspected of fraudulent activity and subsequently found innocent of wrongful conduct and the protection of Taylor County from potential civil liability. In accordance with Florida Statutes, until such time as a final report has been made, suspected frauds and the nature of the related audits /investigations shall remain confidential.

Actions and sanctions which may be taken for fraudulent activity include:

1. Employees suspected of participating in fraudulent activity may be suspended without pay during the course of the investigation as determined so by Human Resources and the County Administrator's office.
2. Employees found to have participated in fraudulent activity will be subject to disciplinary action up to and including termination from employment and possible criminal prosecution or civil action.
3. Employees found to have knowledge of fraudulent activity and who knowingly fail to report the activity will be subject to disciplinary action up to and including termination from employment.
4. The relationship of individuals, firms, and entities doing business for or with Taylor County found to have participated in fraudulent activity as defined by this policy will be subject to review with the possible termination or modification of business for or with the county and termination of all existing and pending contracts.
5. Appropriate law enforcement agencies, and agencies associated with the fraudulent activity such as but not limited to agencies that may have provided funding for projects, equipment, or services which involved fraudulent activity will be notified.
6. Criminal or civil action may be taken against individuals, firms or entities found to have participated in fraudulent activities while doing work for or with Taylor County.

The County Administrator is responsible for the administration, revision, interpretation, and enforcement of this policy. The policy will be reviewed annually and revised as so needed. In addition to policies set forth by the Taylor County Board of Commissioners and policies set forth for employees in the Taylor County Personnel Policies Manual Employee Code of Ethics, the following guidelines will be adhered to by the County:

- * Chapter 112 Florida Statutes
- * Section 112.312 F.S. – Definitions
- * Section 112.313 F. S. – Standards of Conduct
- * Section 112.3187-112.31895 F.S.- Whistleblowers Act
- * Chapter 119 Florida Statutes- Public Records Law
- * Section 119.0713-Local Government Agency Exemptions from Inspection of Public Records
- *Chapter 286 Florida Statutes – Sunshine Law

ATTACHMENTS

1. Taylor County Personnel Policies- Section III Standards of Conduct And Ethics
2. Taylor County Employee Code of Ethics
3. Sample of County Anti-Fraud Flyer
4. Florida Statute Chapter 112 - Sections 112.313, 112.3187, and 112.31895
5. Florida Statute 768.096

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**

Personnel Policies

Adopted: September 16, 2014

Effective: October 1, 2014

Sunset: None

SECTION III - EMPLOYMENT INFORMATION AND REQUIREMENTS

STANDARDS OF CONDUCT AND ETHICS

Employees of Taylor County are goodwill ambassadors, and such status involves a degree of duty and obligation regarding public and private conduct which is not common to many other classes of employment. The attitude and behavior of a County employee should at all times be such as to promote goodwill and a favorable attitude of the public toward the County's administration and its programs and policies. Each employee shall conduct himself/herself in a manner which could not be construed to be in conflict of this interest. Employees who fail to comply with the County's standards of conduct may be disciplined up to and including termination. No employee shall engage in criminal, infamous, dishonest, immoral or other conduct injurious or prejudicial to the County.

All Taylor County employees must abide by a code of ethical and professional communications with peers, supervisors, employees, vendors and the public. Such communication enhances human worth and dignity by fostering truthfulness, fairness, responsibility, personal integrity, and respect for self and for others. As such, the following rules must be followed when communicating with anyone:

- A. Avoid argumentative tones and comments. Employees should state their position clearly and factually in a normal tone, allowing the other individual an opportunity to share her or his position, and inviting open discussion regarding both such positions.
- B. Honesty is always required. It is critical that employees never engage in deceit, exaggeration, or express dishonesty when dealing with other individuals. While some communications may be extremely difficult to have, employees are always expected to convey them in a candid, but respectful, manner.
- C. Respect issues of confidentiality. Employees of Taylor County will be faced with topics of great confidentiality at times and, as such, must avoid sharing any such information with anyone not needing to know the confidential information as part of their duties with Taylor County.

GIFTS: No employee may either solicit or accept anything of value, including a gift, loan, and reward, promise of future employment, favor or service that is based on any understanding that the vote, official action or judgment of the official would be influenced by such a gift. All employees are encouraged not to accept gifts, no matter how small, to avoid appearance of impropriety.

UNAUTHORIZED COMPENSATION: No employee or spouse or minor children may accept compensation, payment or anything of value which, with the exercise of reasonable care, is known or should be known to have been given to influence the vote or official action of such officer or employee.

DOING BUSINESS WITH ONE'S AGENCY: No employee who is empowered with the authority to purchase on behalf of the County in his/her official capacity may directly or indirectly purchase, rent, or lease any realty, goods or services from a business entity in which the employee, his/her spouse or children is an officer, partner, director, or proprietor, or in which the employee, his/her spouse, or children (or any combination of them) owns a material interest. No employee, acting in a private capacity, may rent, lease, or sell any realty, goods or services to the County or any of its agencies, except as provided in Florida Statute, Section 112.311.

MISUSE OF PUBLIC POSITION: No employee may use or attempt to use his official position or any property or resource within his trust, or perform his official duties to obtain special privilege, benefit, or exemption for himself or others.

DISCLOSURE OR USE OF CERTAIN INFORMATION: No employee may disclose or use information not available to the general public that is gained by reason of his/her public position for his personal benefit or the benefit of others. In addition to the above, all provisions of Florida Statute, Section 112, Code of Ethics for Public Officers and Employees, shall apply to County employees.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS Employee Code of Ethics

Tenet 1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials. Be dedicated to constantly improving as a department head or professional staff member.

Tenet 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Tenet 3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4. Recognize that the chief function of local government at all times is to serve the best interest of all of the people.

Tenet 5. Submit proposals to the County Administrator/Commission; provide with facts, possible long term impacts and pros and cons on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6. Recognize that elected representatives of the people are entitled to credit for the establishment of local government policies and that responsibility for policy execution with the employees.

Tenet 7. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest. Refrain from all activities which undermine public confidence in county government.

Tenet 8. Make it a duty continually to improve the individual's professional ability and to develop the competence of peers and subordinates.

Tenet 9. Emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 11. Make no untrue or misleading oral or written statements knowingly nor create any writing or other documents containing what one knows to be false especially with the intent to deceive any citizen, public official, or government agency.



WHAT IS FRAUD?

Fraud is a willful or deliberate act or omission by which an individual intends to obtain an unauthorized benefit, service, property or something of value by deception, misrepresentation or other unethical or unlawful means. In addition to direct contact, fraud may be committed through many different methods, including mail, e-mail, telephone or the internet. Fraudulent, unethical or dishonest acts include, but are not limited to:

- Forgery or unauthorized alteration of documents or computer records
- Falsification or misrepresentation of records to management and external agencies, including time sheets, official travel claims for reimbursement or other expense reimbursement reports
- Authorizing or receiving payment for time not worked
- Misappropriation of funds, supplies or other assets
- Impropriety in handling or reporting of money or financial transactions
- Unauthorized activities that result in a conflict of interest
- Disclosure of confidential or proprietary information to unauthorized individuals

**** If you should suspect any fraud by an Elected Official County Employee, Appointed Advisory Board or Committee member, or anyone who does business for or with Taylor County it should be reported to the Human Resources Director at 850-838-3500 ext. 112 or the County Administrator's office at 850-838-3500 ext. 107**

immediately! ALL COUNTY EMPLOYEES ARE PROTECTED FROM ADVERSE ACTIONS RESULTING FROM REPORTING FRAUDULENT OR DISHONEST BEHAVIOR ACTIVITY AS PER FLORIDA STATUTES 112.3187 – 112.31895.

The Florida Senate

2015 Florida Statutes

Title X

PUBLIC OFFICERS, EMPLOYEES,
AND RECORDS

Chapter 112

PUBLIC OFFICERS AND
EMPLOYEES: GENERAL
PROVISIONS

Entire Chapter

SECTION 313

**Standards of conduct for public
officers, employees of agencies, and
local government attorneys.**

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(1) **DEFINITION.**—As used in this section, unless the context otherwise requires, the term “public officer” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(2) **SOLICITATION OR ACCEPTANCE OF GIFTS.**—No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(3) **DOING BUSINESS WITH ONE’S AGENCY.**—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer’s or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer’s or employee’s own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator’s place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- (a) October 1, 1975.
- (b) Qualification for elective office.
- (c) Appointment to public office.
- (d) Beginning public employment.

(4) **UNAUTHORIZED COMPENSATION.**—No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

(5) **SALARY AND EXPENSES.**—No public officer shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a public officer, as provided by law. No local government attorney shall be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the local government attorney, as provided by law.

(6) **MISUSE OF PUBLIC POSITION.**—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

(8) DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

(9) POSTEMPLOYMENT RESTRICTIONS; STANDARDS OF CONDUCT FOR LEGISLATORS AND LEGISLATIVE EMPLOYEES.—

(a)1. It is the intent of the Legislature to implement by statute the provisions of s. 8(e), Art. II of the State Constitution relating to legislators, statewide elected officers, appointed state officers, and designated public employees.

2. As used in this paragraph:

a. "Employee" means:

(I) Any person employed in the executive or legislative branch of government holding a position in the Senior Management Service as defined in s. 110.402 or any person holding a position in the Selected Exempt Service as defined in s. 110.602 or any person having authority over policy or procurement employed by the Department of the Lottery.

(II) The Auditor General, the director of the Office of Program Policy Analysis and Government Accountability, the Sergeant at Arms and Secretary of the Senate, and the Sergeant at Arms and Clerk of the House of Representatives.

(III) The executive director and deputy executive director of the Commission on Ethics.

(IV) An executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, analyst, or attorney of the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority

Party Office, Senate Minority Party Office, House Majority Party Office, or House Minority Party Office; or any person, hired on a contractual basis, having the power normally conferred upon such persons, by whatever title.

(V) The Chancellor and Vice Chancellors of the State University System; the general counsel to the Board of Governors of the State University System; and the president, provost, vice presidents, and deans of each state university.

(VI) Any person, including an other-personal-services employee, having the power normally conferred upon the positions referenced in this sub-subparagraph.

b. "Appointed state officer" means any member of an appointive board, commission, committee, council, or authority of the executive or legislative branch of state government whose powers, jurisdiction, and authority are not solely advisory and include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relative to its internal operations.

c. "State agency" means an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises plenary budgetary and statutory control.

3.a. No member of the Legislature, appointed state officer, or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of 2 years following vacation of office. No member of the Legislature shall personally represent another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals or in settlement negotiations after the filing of a lawsuit.

b. For a period of 2 years following vacation of office, a former member of the Legislature may not act as a lobbyist for compensation before an executive branch agency, agency official, or employee. The terms used in this sub-subparagraph have the same meanings as provided in s. 112.3215.

4. An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government.

5. Any person violating this paragraph shall be subject to the penalties provided in s. 112.317 and a civil penalty of an amount equal to the compensation which the person receives for the prohibited conduct.

6. This paragraph is not applicable to:

a. A person employed by the Legislature or other agency prior to July 1, 1989;

b. A person who was employed by the Legislature or other agency on July 1, 1989, whether or not the person was a defined employee on July 1, 1989;

c. A person who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994;

d. A person who has reached normal retirement age as defined in s. 121.021(29), and who has retired under the provisions of chapter 121 by July 1, 1991; or

e. Any appointed state officer whose term of office began before January 1, 1995, unless reappointed to that office on or after January 1, 1995.

(b) In addition to the provisions of this part which are applicable to legislators and legislative employees by virtue of their being public officers or employees, the conduct of members of the Legislature and legislative employees shall be governed by the ethical standards provided in the respective rules of the Senate or House of Representatives which are not in conflict herewith.

(10) EMPLOYEES HOLDING OFFICE. —

(a) No employee of a state agency or of a county, municipality, special taxing district, or other political subdivision of the state shall hold office as a member of the governing board, council, commission, or authority, by whatever name known, which is his or her employer while, at the same time, continuing as an employee of such employer.

(b) The provisions of this subsection shall not apply to any person holding office in violation of such provisions on the effective date of this act. However, such a person shall surrender his or her conflicting employment prior to seeking reelection or accepting reappointment to office.

(11) PROFESSIONAL AND OCCUPATIONAL LICENSING BOARD MEMBERS.—No officer, director, or administrator of a Florida state, county, or regional professional or occupational organization or association, while holding such position, shall be eligible to serve as a member of a state examining or licensing board for the profession or occupation.

(12) EXEMPTION.—The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(a) Within a city or county the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the city or county.

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

(c) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

(d) An emergency purchase or contract which would otherwise violate a provision of subsection (3) or subsection (7) must be made in order to protect the health, safety, or welfare of the citizens of the state or any political subdivision thereof.

(e) The business entity involved is the only source of supply within the political subdivision of the officer or employee and there is full disclosure by the officer or employee of his or her interest in the business entity to the governing body of the political subdivision prior to the purchase, rental, sale, leasing, or other business being transacted.

(f) The total amount of the transactions in the aggregate between the business entity and the agency does not exceed \$500 per calendar year.

(g) The fact that a county or municipal officer or member of a public board or body, including a district school officer or an officer of any district within a county, is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of any such public board or body, provided it appears in the records of the agency that the governing body of the agency has determined that such officer or member of a public board or body has not favored such bank over other qualified banks.

(h) The transaction is made pursuant to s. 1004.22 or s. 1004.23 and is specifically approved by the president and the chair of the university board of trustees. The chair of the university board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved pursuant to this paragraph during the preceding year.

(i) The public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) The public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency and:

1. The price and terms of the transaction are available to similarly situated members of the general public; and
2. The officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

(13) COUNTY AND MUNICIPAL ORDINANCES AND SPECIAL DISTRICT AND SCHOOL DISTRICT RESOLUTIONS REGULATING FORMER OFFICERS OR EMPLOYEES. — The governing body of any county or municipality may adopt an ordinance and the governing body of any special district or school district may adopt a resolution providing that an appointed county, municipal, special district, or school district officer or a county, municipal, special district, or school district employee may not personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or employee for a period of 2 years following vacation of office or termination of employment, except for the purposes of collective bargaining. Nothing in this section may be construed to prohibit such ordinance or resolution.

(14) LOBBYING BY FORMER LOCAL OFFICERS; PROHIBITION. — A person who has been elected to any county, municipal, special district, or school district office may not personally represent another person or entity for compensation before the government body or agency of which the person was an officer for a period of 2 years after vacating that office. For purposes of this subsection:

- (a) The "government body or agency" of a member of a board of county commissioners consists of the commission, the chief administrative officer or employee of the county, and their immediate support staff.
- (b) The "government body or agency" of any other county elected officer is the office or department headed by that officer, including all subordinate employees.
- (c) The "government body or agency" of an elected municipal officer consists of the governing body of the municipality, the chief administrative officer or employee of the municipality, and their immediate support staff.
- (d) The "government body or agency" of an elected special district officer is the special district.
- (e) The "government body or agency" of an elected school district officer is the school district.

(15) ADDITIONAL EXEMPTION. — No elected public officer shall be held in violation of subsection (7) if the officer maintains an employment relationship with an entity which is currently a tax-exempt organization under s. 501 (c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with the officer's agency and:

- (a) The officer's employment is not directly or indirectly compensated as a result of such contract or business relationship;
- (b) The officer has in no way participated in the agency's decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with officers or employees of the agency, or otherwise; and
- (c) The officer abstains from voting on any matter which may come before the agency involving the officer's employer, publicly states to the assembly the nature of the officer's interest in the matter from which he or she is abstaining, and files a written memorandum as provided in s. 112.3143.

(16) LOCAL GOVERNMENT ATTORNEYS. —

(a) For the purposes of this section, "local government attorney" means any individual who routinely serves as the attorney for a unit of local government. The term shall not include any person who renders legal services to a unit of local government pursuant to contract limited to a specific issue or subject, to specific litigation, or to a specific administrative proceeding. For the purposes of this section, "unit of local government" includes, but is not limited to, municipalities, counties, and special districts.

(b) It shall not constitute a violation of subsection (3) or subsection (7) for a unit of local government to contract with a law firm, operating as either a partnership or a professional association, or in any combination thereof, or with a local government attorney who is a member of or is otherwise associated with the law firm, to provide any or all legal services to the unit of local government, so long as the local government attorney is not a full-time employee or member of the governing body of the unit of local government. However, the standards of conduct as provided in subsections (2), (4), (5), (6), and (8) shall apply to any person who serves as a local government attorney.

(c) No local government attorney or law firm in which the local government attorney is a member, partner, or employee shall represent a private individual or entity before the unit of local government to which the local government attorney provides legal services. A local government attorney whose contract with the unit of local government does not include provisions that authorize or mandate the use of the law firm of the local government attorney to complete legal services for the unit of local government shall not recommend or otherwise refer legal work to that attorney's law firm to be completed for the unit of local government.

(17) BOARD OF GOVERNORS AND BOARDS OF TRUSTEES.—No citizen member of the Board of Governors of the State University System, nor any citizen member of a board of trustees of a local constituent university, shall have or hold any employment or contractual relationship as a legislative lobbyist requiring annual registration and reporting pursuant to s. 11.045.

History.—s. 3, ch. 67-469; s. 2, ch. 69-335; ss. 10, 35, ch. 69-106; s. 3, ch. 74-177; ss. 4, 11, ch. 75-208; s. 1, ch. 77-174; s. 1, ch. 77-349; s. 4, ch. 82-98; s. 2, ch. 83-26; s. 6, ch. 83-282; s. 14, ch. 85-80; s. 12, ch. 86-145; s. 1, ch. 88-358; s. 1, ch. 88-408; s. 3, ch. 90-502; s. 3, ch. 91-85; s. 4, ch. 91-292; s. 1, ch. 92-35; s. 1, ch. 94-277; s. 1406, ch. 95-147; s. 3, ch. 96-311; s. 34, ch. 96-318; s. 41, ch. 99-2; s. 29, ch. 2001-266; s. 20, ch. 2002-1; s. 894, ch. 2002-387; s. 2, ch. 2005-285; s. 2, ch. 2006-275; s. 10, ch. 2007-217; s. 16, ch. 2011-34; s. 3, ch. 2013-36.

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The Florida Senate

2015 Florida Statutes

Title X

PUBLIC OFFICERS, EMPLOYEES,
AND RECORDS

Chapter 112

PUBLIC OFFICERS AND
EMPLOYEES: GENERAL
PROVISIONS

Entire Chapter

SECTION 3187

**Adverse action against employee
for disclosing information of
specified nature prohibited;
employee remedy and relief.**

112.3187 Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief. —

(1) **SHORT TITLE.**—Sections 112.3187-112.31895 may be cited as the “Whistle-blower’s Act.”

(2) **LEGISLATIVE INTENT.**—It is the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor that create a substantial and specific danger to the public’s health, safety, or welfare. It is further the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.

(3) **DEFINITIONS.**—As used in this act, unless otherwise specified, the following words or terms shall have the meanings indicated:

(a) “Agency” means any state, regional, county, local, or municipal government entity, whether executive, judicial, or legislative; any official, officer, department, division, bureau, commission, authority, or political subdivision therein; or any public school, community college, or state university.

(b) “Employee” means a person who performs services for, and under the control and direction of, or contracts with, an agency or independent contractor for wages or other remuneration.

(c) “Adverse personnel action” means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor.

(d) “Independent contractor” means a person, other than an agency, engaged in any business and who enters into a contract, including a provider agreement, with an agency.

(e) “Gross mismanagement” means a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.

(4) **ACTIONS PROHIBITED.**—

(a) An agency or independent contractor shall not dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of this section.

(b) An agency or independent contractor shall not take any adverse action that affects the rights or interests of a person in retaliation for the person’s disclosure of information under this section.

(c) The provisions of this subsection shall not be applicable when an employee or person discloses information known by the employee or person to be false.

(5) **NATURE OF INFORMATION DISCLOSED.**—The information disclosed under this section must include:

(a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public’s health, safety, or welfare.

(b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.

(6) TO WHOM INFORMATION DISCLOSED.—The information disclosed under this section must be disclosed to any agency or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act, including, but not limited to, the Office of the Chief Inspector General, an agency inspector general or the employee designated as agency inspector general under s. 112.3189(1) or inspectors general under s. 20.055, the Florida Commission on Human Relations, and the whistle-blower's hotline created under s. 112.3189. However, for disclosures concerning a local governmental entity, including any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing, the information must be disclosed to a chief executive officer as defined in s. 447.203(9) or other appropriate local official.

(7) EMPLOYEES AND PERSONS PROTECTED.—This section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle-blower's hotline or the hotline of the Medicaid Fraud Control Unit of the Department of Legal Affairs; or employees who file any written complaint to their supervisory officials or employees who submit a complaint to the Chief Inspector General in the Executive Office of the Governor, to the employee designated as agency inspector general under s. 112.3189(1), or to the Florida Commission on Human Relations. The provisions of this section may not be used by a person while he or she is under the care, custody, or control of the state correctional system or, after release from the care, custody, or control of the state correctional system, with respect to circumstances that occurred during any period of incarceration. No remedy or other protection under ss. 112.3187-112.31895 applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under ss. 112.3187-112.31895 is being sought.

(8) REMEDIES.—

(a) Any employee of or applicant for employment with any state agency, as the term "state agency" is defined in s. 216.011, who is discharged, disciplined, or subjected to other adverse personnel action, or denied employment, because he or she engaged in an activity protected by this section may file a complaint, which complaint must be made in accordance with s. 112.31895. Upon receipt of notice from the Florida Commission on Human Relations of termination of the investigation, the complainant may elect to pursue the administrative remedy available under s. 112.31895 or bring a civil action within 180 days after receipt of the notice.

(b) Within 60 days after the action prohibited by this section, any local public employee protected by this section may file a complaint with the appropriate local governmental authority, if that authority has established by ordinance an administrative procedure for handling such complaints or has contracted with the Division of Administrative Hearings under s. 120.65 to conduct hearings under this section. The administrative procedure created by ordinance must provide for the complaint to be heard by a panel of impartial persons appointed by the appropriate local governmental authority. Upon hearing the complaint, the panel must make findings of fact and conclusions of law for a final decision by the local governmental authority. Within 180 days after entry of a final decision by the local governmental authority, the public employee who filed the complaint may bring a civil action in any court of competent jurisdiction. If the local governmental authority has not established an administrative procedure by ordinance or contract, a local public employee may, within 180 days after the action prohibited by this section, bring a civil action in a court of competent jurisdiction. For the purpose of this paragraph, the term "local governmental authority" includes any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing.

(c) Any other person protected by this section may, after exhausting all available contractual or administrative remedies, bring a civil action in any court of competent jurisdiction within 180 days after the action prohibited by this section.

- (9) **RELIEF.**—In any action brought under this section, the relief must include the following:
- (a) Reinstatement of the employee to the same position held before the adverse action was commenced, or to an equivalent position or reasonable front pay as alternative relief.
 - (b) Reinstatement of the employee's full fringe benefits and seniority rights, as appropriate.
 - (c) Compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the adverse action.
 - (d) Payment of reasonable costs, including attorney's fees, to a substantially prevailing employee, or to the prevailing employer if the employee filed a frivolous action in bad faith.
 - (e) Issuance of an injunction, if appropriate, by a court of competent jurisdiction.
 - (f) Temporary reinstatement to the employee's former position or to an equivalent position, pending the final outcome on the complaint, if an employee complains of being discharged in retaliation for a protected disclosure and if a court of competent jurisdiction or the Florida Commission on Human Relations, as applicable under s. 112.31895, determines that the disclosure was not made in bad faith or for a wrongful purpose or occurred after an agency's initiation of a personnel action against the employee which includes documentation of the employee's violation of a disciplinary standard or performance deficiency. This paragraph does not apply to an employee of a municipality.
- (10) **DEFENSES.**—It shall be an affirmative defense to any action brought pursuant to this section that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's or person's exercise of rights protected by this section.
- (11) **EXISTING RIGHTS.**—Sections 112.3187-112.31895 do not diminish the rights, privileges, or remedies of an employee under any other law or rule or under any collective bargaining agreement or employment contract; however, the election of remedies in s. 447.401 also applies to whistle-blower actions.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 86-233; s. 1, ch. 91-285; s. 12, ch. 92-316; s. 1, ch. 93-57; s. 702, ch. 95-147; s. 1, ch. 95-153; s. 15, ch. 96-410; s. 20, ch. 99-333; s. 2, ch. 2002-400.

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The Florida Senate

2015 Florida Statutes

Title X

PUBLIC OFFICERS, EMPLOYEES,
AND RECORDS

Chapter 112

PUBLIC OFFICERS AND
EMPLOYEES: GENERAL
PROVISIONS

Entire Chapter

SECTION 31895

**Investigative procedures in
response to prohibited personnel
actions.**

112.31895 Investigative procedures in response to prohibited personnel actions.—

(1)(a) If a disclosure under s. 112.3187 includes or results in alleged retaliation by an employer, the employee or former employee of, or applicant for employment with, a state agency, as defined in s. 216.011, that is so affected may file a complaint alleging a prohibited personnel action, which complaint must be made by filing a written complaint with the Office of the Chief Inspector General in the Executive Office of the Governor or the Florida Commission on Human Relations, no later than 60 days after the prohibited personnel action.

(b) Within three working days after receiving a complaint under this section, the office or officer receiving the complaint shall acknowledge receipt of the complaint and provide copies of the complaint and any other preliminary information available concerning the disclosure of information under s. 112.3187 to each of the other parties named in paragraph (a), which parties shall each acknowledge receipt of such copies to the complainant.

(2) **FACT FINDING.**—The Florida Commission on Human Relations shall:

(a) Receive any allegation of a personnel action prohibited by s. 112.3187, including a proposed or potential action, and conduct informal fact finding regarding any allegation under this section, to the extent necessary to determine whether there are reasonable grounds to believe that a prohibited personnel action under s. 112.3187 has occurred, is occurring, or is to be taken.

(b) Notify the complainant, within 15 days after receiving a complaint, that the complaint has been received by the department.

(c) Within 90 days after receiving the complaint, provide the agency head and the complainant with a fact-finding report that may include recommendations to the parties or proposed resolution of the complaint. The fact-finding report shall be presumed admissible in any subsequent or related administrative or judicial review.

(3) **CORRECTIVE ACTION AND TERMINATION OF INVESTIGATION.**—

(a) The Florida Commission on Human Relations, in accordance with this act and for the sole purpose of this act, is empowered to:

1. Receive and investigate complaints from employees alleging retaliation by state agencies, as the term “state agency” is defined in s. 216.011.

2. Protect employees and applicants for employment with such agencies from prohibited personnel practices under s. 112.3187.

3. Petition for stays and petition for corrective actions, including, but not limited to, temporary reinstatement.

4. Recommend disciplinary proceedings pursuant to investigation and appropriate agency rules and procedures.

5. Coordinate with the Chief Inspector General in the Executive Office of the Governor and the Florida Commission on Human Relations to receive, review, and forward to appropriate agencies, legislative entities, or the Department of Law Enforcement disclosures of a violation of any law, rule, or regulation, or disclosures of gross mismanagement, malfeasance, misfeasance, nonfeasance, neglect of duty, or gross waste of public funds.

6. Review rules pertaining to personnel matters issued or proposed by the Department of Management Services, the Public Employees Relations Commission, and other agencies, and, if the Florida Commission on Human Relations finds that any rule or proposed rule, on its face or as implemented, requires the commission of a prohibited personnel practice, provide a written comment to the appropriate agency.

7. Investigate, request assistance from other governmental entities, and, if appropriate, bring actions concerning allegations of retaliation by state agencies under subparagraph 1.

8. Administer oaths, examine witnesses, take statements, issue subpoenas, order the taking of depositions, order responses to written interrogatories, and make appropriate motions to limit discovery, pursuant to investigations under subparagraph 1.

9. Intervene or otherwise participate, as a matter of right, in any appeal or other proceeding arising under this section before the Public Employees Relations Commission or any other appropriate agency, except that the Florida Commission on Human Relations must comply with the rules of the commission or other agency and may not seek corrective action or intervene in an appeal or other proceeding without the consent of the person protected under ss. 112.3187-112.31895.

10. Conduct an investigation, in the absence of an allegation, to determine whether reasonable grounds exist to believe that a prohibited action or a pattern of prohibited action has occurred, is occurring, or is to be taken.

(b) Within 15 days after receiving a complaint that a person has been discharged from employment allegedly for disclosing protected information under s. 112.3187, the Florida Commission on Human Relations shall review the information and determine whether temporary reinstatement is appropriate under s. 112.3187(9)(f). If the Florida Commission on Human Relations so determines, it shall apply for an expedited order from the appropriate agency or circuit court for the immediate reinstatement of the employee who has been discharged subsequent to the disclosure made under s. 112.3187, pending the issuance of the final order on the complaint.

(c) The Florida Commission on Human Relations shall notify a complainant of the status of the investigation and any action taken at such times as the commission considers appropriate.

(d) If the Florida Commission on Human Relations is unable to conciliate a complaint within 60 days after receipt of the fact-finding report, the Florida Commission on Human Relations shall terminate the investigation. Upon termination of any investigation, the Florida Commission on Human Relations shall notify the complainant and the agency head of the termination of the investigation, providing a summary of relevant facts found during the investigation and the reasons for terminating the investigation. A written statement under this paragraph is presumed admissible as evidence in any judicial or administrative proceeding but is not admissible without the consent of the complainant.

(e)1. The Florida Commission on Human Relations may request an agency or circuit court to order a stay, on such terms as the court requires, of any personnel action for 45 days if the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a prohibited personnel action has occurred, is occurring, or is to be taken. The Florida Commission on Human Relations may request that such stay be extended for appropriate periods of time.

2. If, in connection with any investigation, the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a prohibited action has occurred, is occurring, or is to be taken which requires corrective action, the Florida Commission on Human Relations shall report the determination together with any findings or recommendations to the agency head and may report that determination and those findings and recommendations to the Governor and the Chief Financial Officer. The Florida Commission on Human Relations may include in the report recommendations for corrective action to be taken.

3. If, after 20 days, the agency does not implement the recommended action, the Florida Commission on Human Relations shall terminate the investigation and notify the complainant of the right to appeal under subsection (4), or may petition the agency for corrective action under this subsection.

4. If the Florida Commission on Human Relations finds, in consultation with the individual subject to the prohibited action, that the agency has implemented the corrective action, the commission shall file such finding with the agency head, together with any written comments that the individual provides, and terminate the investigation.

(f) If the Florida Commission on Human Relations finds that there are no reasonable grounds to believe that a prohibited personnel action has occurred, is occurring, or is to be taken, the commission shall terminate the investigation.

(g)1. If, in connection with any investigation under this section, it is determined that reasonable grounds exist to believe that a criminal violation has occurred which has not been previously reported, the Florida Commission on Human Relations shall report this determination to the Department of Law Enforcement and to the state attorney having jurisdiction over the matter.

2. If an alleged criminal violation has been reported, the Florida Commission on Human Relations shall confer with the Department of Law Enforcement and the state attorney before proceeding with the investigation of the prohibited personnel action and may defer the investigation pending completion of the criminal investigation and proceedings. The Florida Commission on Human Relations shall inform the complainant of the decision to defer the investigation and, if appropriate, of the confidentiality of the investigation.

(h) If, in connection with any investigation under this section, the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a violation of a law, rule, or regulation has occurred, other than a criminal violation or a prohibited action under this section, the commission may report such violation to the head of the agency involved. Within 30 days after the agency receives the report, the agency head shall provide to the commission a certification that states that the head of the agency has personally reviewed the report and indicates what action has been or is to be taken and when the action will be completed.

(i) During any investigation under this section, disciplinary action may not be taken against any employee of a state agency, as the term "state agency" is defined in s. 216.011, for reporting an alleged prohibited personnel action that is under investigation, or for reporting any related activity, or against any employee for participating in an investigation without notifying the Florida Commission on Human Relations.

(j) The Florida Commission on Human Relations may also petition for an award of reasonable attorney's fees and expenses from a state agency, as the term "state agency" is defined in s. 216.011, pursuant to s. 112.3187(9).

(4) RIGHT TO APPEAL. —

(a) Not more than 60 days after receipt of a notice of termination of the investigation from the Florida Commission on Human Relations, the complainant may file, with the Public Employees Relations Commission, a complaint against the employer-agency regarding the alleged prohibited personnel action. The Public Employees Relations Commission shall have jurisdiction over such complaints under ss. 112.3187 and 447.503(4) and (5).

(b) Judicial review of any final order of the commission shall be as provided in s. 120.68.

History.—s. 14, ch. 92-316; s. 4, ch. 93-57; s. 703, ch. 95-147; s. 22, ch. 99-333; s. 130, ch. 2003-261.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Select Year: 2012 Go

The 2012 Florida Statutes

[Title XLV](#)
TORTS[Chapter 768](#)
NEGLIGENCE[View Entire Chapter](#)**768.096 Employer presumption against negligent hiring.—**

(1) In a civil action for the death of, or injury or damage to, a third person caused by the intentional tort of an employee, such employee's employer is presumed not to have been negligent in hiring such employee if, before hiring the employee, the employer conducted a background investigation of the prospective employee and the investigation did not reveal any information that reasonably demonstrated the unsuitability of the prospective employee for the particular work to be performed or for the employment in general. A background investigation under this section must include:

- (a) Obtaining a criminal background investigation on the prospective employee under subsection (2);
 - (b) Making a reasonable effort to contact references and former employers of the prospective employee concerning the suitability of the prospective employee for employment;
 - (c) Requiring the prospective employee to complete a job application form that includes questions concerning whether he or she has ever been convicted of a crime, including details concerning the type of crime, the date of conviction and the penalty imposed, and whether the prospective employee has ever been a defendant in a civil action for intentional tort, including the nature of the intentional tort and the disposition of the action;
 - (d) Obtaining, with written authorization from the prospective employee, a check of the driver's license record of the prospective employee if such a check is relevant to the work the employee will be performing and if the record can reasonably be obtained; or
 - (e) Interviewing the prospective employee.
- (2) To satisfy the criminal-background-investigation requirement of this section, an employer must request and obtain from the Department of Law Enforcement a check of the information as reported and reflected in the Florida Crime Information Center system as of the date of the request.
- (3) The election by an employer not to conduct the investigation specified in subsection (1) does not raise any presumption that the employer failed to use reasonable care in hiring an employee.

History.—s. 16, ch. 99-225.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the annual Public Hearing to discuss and receive public input for the local Transportation Disadvantaged Program at 6:00 p.m.

MEETING DATE REQUESTED:

May 2, 2016

Statement of Issue: Board to hold annual Public Hearing required of the Transportation Disadvantaged Planning Grant at 6:00 pm.

Recommended Action: Not Applicable

Budgeted Expense: The County receives a Planning Grant for the administration of the local transportation disadvantaged program. This grant funds a portion of the Grant Department salaries, benefits, and office supplies.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County receives planning grant funds each year for the administration of the local transportation disadvantaged program. The terms of the Planning Grant require that an annual public hearing is held to update the public on the status of the program and receive public input.

Attachments: Information on the Transportation Disadvantaged Program.



OUR MISSION:

To ensure the coordination of transportation service that enhances access to employment, health care, education, and other life-sustaining activities for older adults, persons with disabilities, people with low incomes and at-risk children who are dependent on others for transportation.





Rick Scott
Governor

David Darm
Chairperson

Mike Willingham
Vice Chairperson

Steven Holmes
Executive Director

January 1, 2016

Honorable Rick Scott
Governor, State of Florida
The Capitol
Tallahassee, FL 32399-0001

Honorable Andy Gardiner
President, Florida Senate
Suite 409, Capitol
Tallahassee, FL 32399-1100

Honorable Steve Crisafulli
Speaker, Florida House of Representatives
Suite 420, Capitol
Tallahassee, FL 32399-1300

Dear Governor, Mr. President and Mr. Speaker:

The Florida Commission for the Transportation Disadvantaged is pleased to submit the *2015 Annual Performance Report*, pursuant to Section 427.013(13), Florida Statutes.

As you know, transportation plays a critical role in providing access to employment, health care, education, and other life-sustaining activities for many Floridians who are older adults, persons with disabilities, or individuals with low incomes.

During Fiscal Year 2014-2015, almost 500,000 Floridians used the Coordinated Transportation System to be productive citizens and actively participate in their local communities.

Highlights of the *2015 Annual Performance Report* include:

- Florida's Coordinated Transportation System reported revenues of \$252 million, which generated over 17.8 million trips for 500,000 people at an average cost of \$14.08 per trip.
- The largest contributors of revenue to the Coordinated System were local governments. Local governments contributed \$107 million, which is 43 percent of all revenues in the Coordinated System.

During Fiscal Year 2014-2015, the Commission transitioned Non-Emergency Medicaid Transportation from the Coordinated Transportation System to Managed Care Organizations.

The Coordinated Transportation System is a manifestation of the hard work and support of elected and appointed officials, transportation professionals, and local partners who dedicate themselves to serve those who are unable to serve themselves.

The Commission will continue to partner with community transportation coordinators, other local entities, state human service agencies and advocacy groups to enhance access to employment, health care, education, and other life-sustaining activities for older adults, persons with disabilities, or individuals with low incomes while increasing the efficiency and cost-effectiveness of the Coordinated Transportation System.

We look forward to working with each of you to improve the Coordinated Transportation System that is a lifeline for so many of Florida's most vulnerable persons.

Sincerely,

David Darm
Chairperson

County: Taylor
 CTC: Big Bend Transit, Inc.
 Contact: Shawn Mitchell
 Post Office Box 1721
 Tallahassee, FL 32302
 850-574-6266
 Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	22,582
Potential TD Population	8,379
UDPHC	726

Florida Commission for the



Trips By Type of Service	2013	2014	2015
Fixed Route (FR)	0	0	0
Deviated FR	7,141	8,410	8,346
Ambulatory	8,712	8,713	8,530
Non-Ambulatory	2,147	2,278	2,478
Stretcher	3	3	2
School Board	0	0	0
TOTAL TRIPS	18,003	19,404	19,356

Passenger Trips By Trip Purpose

Medical	4,790	3,872	4,030
Employment	2,913	4,361	5,574
Ed/Train/DayCare	4,788	5,156	4,487
Nutritional	263	152	759
Life-Sustaining/Other	5,249	5,863	4,506
TOTAL TRIPS	18,003	19,404	19,356

Passenger Trips By Funding Source

CTD	8,195	8,406	7,669
AHCA	2,164	1,835	3,016
APD	0	0	0
DOEA	0	0	0
DOE	29	94	0
Other	7,615	9,069	8,671
TOTAL TRIPS	18,003	19,404	19,356

Vehicle Data	2013	2014	2015
Vehicle Miles	144,116	181,355	265,255
Revenue Miles	113,063	147,156	208,464
Roadcalls	4	5	5
Accidents	0	0	0
Vehicles	14	14	10
Driver Hours	7,513	7,353	7,757

Financial and General Data

Expenses	\$532,325	\$566,520	\$552,915
Revenues	\$663,808	\$606,794	\$649,601
Commendations	0	0	0
Complaints	0	0	0
Passenger No-Shows	182	170	279
Unmet Trip Requests	0	7	23

Performance Measures

Accidents per 100,000 Miles	0.00	0.00	0.00
Miles between Roadcalls	36,029	36,271	53,051
Avg. Trips per Driver Hour	2.40	2.64	2.50
Avg. Trips per Para Pass.	18.04	24.38	26.66
Cost per Trip	29.57	29.20	28.57
Cost per Paratransit Trip	29.57	29.20	28.57
Cost per Driver Hour	70.85	77.05	71.28
Cost per Total Mile	3.69	3.12	2.08

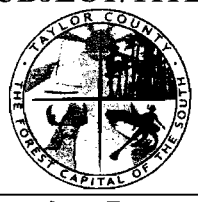
2014-15 Trips by Type of Passenger

County	Elderly	Children	Low Income	Disabled	Low Income/Disabled	Other	Total
Lee	31,541	7,113	1,655	9,025	21,914	10,735	81,983
Leon	45,997	44,155	55,195	38,637	0	0	183,984
Levy	5,980	34	15,729	2,117	8,919	13,539	46,318
Liberty	18,548	4,838	6,032	1,905	47	53	31,423
Madison	6,195	202	7,572	214	1,916	2,992	19,091
Manatee	33,943	14,698	6,644	0	145,296	14,111	214,692
Marion	86,695	19,545	4,885	11,007	2,034	4,845	129,011
Martin	46,405	588	5,756	7,347	4,867	21,393	86,356
Miami-Dade	803,317	111,609	47,084	31,833	8,975	931,348	1,934,166
Monroe	27,691	8,489	10,152	4	18,671	12,872	77,879
Nassau	30,894	1,420	8,768	2,005	854	4,057	47,998
Okaloosa	23,495	15,059	32,421	14,896	9,334	27,273	122,478
Okeechobee	4,706	84	5,965	0	0	503	11,258
Orange	561,438	73,097	133,624	496,780	316,894	18,876	1,600,709
Osceola	136,876	17,822	32,577	121,114	77,258	4,602	390,249
Palm Beach	558,136	17,716	300,123	363,872	35,930	5,770	1,281,547
Pasco	61,755	43,965	59,892	47,492	17,756	19,231	250,091
Pinellas	1,455,854	196,644	257,801	145,186	502,366	106,804	2,664,655
Polk	116,993	75,410	117,918	23,781	49,291	9,116	392,509
Putnam	0	2,512	0	0	0	140,936	143,448
Saint Johns	276,948	3,196	13,081	24,907	23,774	3,843	345,749
Saint Lucie	97,299	10,584	31,561	6,158	118,328	1,586	265,516
Santa Rosa	8,254	1,246	9,156	2,242	0	0	20,898
Sarasota	772,446	873	257,619	157,475	0	0	1,188,413
Seminole	135,792	17,681	32,319	120,154	76,646	4,565	387,157
Sumter	21,719	23,186	14,048	1,510	16,257	1,555	78,275
Suwannee	4,041	58	8	11,222	5,717	2,546	23,592
Taylor	6,206	73	11,750	205	407	715	19,356
Union	2,165	2,948	2,371	0	2,277	0	9,761
Volusia	241,218	109,608	0	214,905	0	16,967	582,698
Wakulla	7,611	67	0	0	5,722	0	13,400
Walton	29,624	9,556	3,320	3,101	1,535	381	47,517
Washington	11,268	5,055	1,451	2,107	527	997	21,405
TOTAL	7,599,886	1,264,030	2,269,932	2,617,887	2,104,780	1,924,439	17,780,954

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Suwannee River Water Management District (SRWMD) update of Surface Water Improvement Management (SWIM) Plans

Meeting Date:

May 2, 2016 – 15 minute presentation

Statement of Issue: Inform Commissioners and the public on the District's plans to update the SWIM plans for protecting the water and natural resources in the Suwannee River and Coastal basins.

Invite public participation in updating the plans and identifying priority restoration projects.

Recommendation: Information only – no action required

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

Submitted By: Tom Singleton for SRWMD

Contact: Tom Singleton, 850-556-9733, tom@tlsingletonconsulting.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The District will also discuss the opportunity to fund priority projects identified in the SWIM plans with funding from the settlement of the Deepwater Horizon oil spill.

These funds can be combined with other state and federal funding to implement projects in partnership with the County and other public and private interests in the county.

Options: 1. _____

2. _____

Attachments: 1. No attachments

2. _____

Margaret Dunn

From: Tom Singleton <tom@tlsingletonconsulting.com>
Sent: Tuesday, April 5, 2016 1:42 AM
To: Margaret Dunn
Subject: FW: request to address Taylor County BOCC on May 2
Attachments: Taylor - SRWMD request to appear at 050216 meeting.doc

Margaret,

Thank you for your help today. I look forward to receiving confirmation from you or Dustin regarding my request to address the Commission on 5/2.

I wasn't sure if you needed the attached form or not.

As discussed, I will use the County's computer and projector to make the presentation. I will send you a copy of my presentation prior to the meeting.

Many thanks.

Tom

Thomas L. Singleton Consulting, Inc.
Owner's Representative • Water, Energy, and Environmental Services

285 Taylor Road, Monticello, FL 32344-0837 • 850-556-9733
<http://tlsingletonconsulting.com> • Tom@TLSingletonConsulting.com

From: Tom Singleton [mailto:tom@tlsingletonconsulting.com]
Sent: Thursday, March 31, 2016 11:56 AM
To: 'dustin.hinkel@taylorcountygov.com'
Subject: request to address Taylor County BOCC on May 2

Dustin,

The Suwannee River Water Management District would like to address the Taylor County, Board of County Commissioners at the Commission's regularly scheduled meeting on Monday, May 2 at 6 PM in Perry. If possible, it would be helpful to address the Commission for 15 minutes at a time certain identified in the meeting agenda.

The purpose of the address is to inform the Commissioner's on the District's plans to update the Surface Water Improvement Management (SWIM) plans for protecting the water and natural resources in the Suwannee River and Coastal basins. The District will invite the County and other public and private stakeholders to participate in the updating process over the course of the next year.

The District will also discuss the opportunity to fund priority projects identified in the process with funding from the settlement of the Deepwater Horizon oil spill. These funds can be combined with other state and federal funding to implement projects in partnership with the County and other public and private interests in the county.

Please let me know what I need to do to place the District on the Commission agenda for May 2. Also, please let me know if the County has an LED projector and screen in the Commission chambers.

I really appreciate your help.

Many thanks.

Tom

Thomas L. Singleton Consulting, Inc.

Owner's Representative • Water, Energy, and Environmental Services

285 Taylor Road, Monticello, FL 32344-0837 • 850-556-9733

<http://tlsingletonconsulting.com> • Tom@TLSingletonConsulting.com

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Bob and Velinda Root to address the Board regarding the Board's decision to modify Andrew's Lake Road in Taylor County.



MEETING DATE REQUESTED:

May 2, 2016

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On April 4, 2016, the Board voted (3-2) to accept a deed modifying Andrew's Lake Road.

Options:

Attachments: As provided by the Roots

April 27, 2016

P.O. Box 681
Shady Grove, FL 32357-0681

Subject: CR 165 at Andrews Lake

Dear Commissioners,

Please find enclosed information in reference to your decision on Monday, April 4, 2016, and how it affects access to our property.

Prior to Mr. Driggers illegally closing the Co.Rd.165 (Andrews Lake Road) segment going through his property, all of the vehicles listed on the attached pages have accessed our property. Your decision has taken away our rights for emergency equipment to reach our property, as well as 20 other types of vehicles which have used Co.Rd. 165 (Andrews Lake Road) to access the properties. Your current decision also prevents safe daily passage for us and anyone using this segment of Co.Rd. 165 (Andrews Lake Road), because it changed the 2 way traffic access and limits safe access to only 1 vehicle.


Due to the inaction of the county to this point, we suggest that you are complicit in abetting the illegal actions of Mr. Driggers. We remind you of the procedure that the county required us to follow when we changed passage on Co.Rd. 165 (Andrews Lake Road) through our property.

The property owner shall:

- 1) Go to the board of commissioners to get approval for the concept for a change of road location through his/her property
- 2) Construct new road to meet county requirements
- 3) Have new road inspected for compliance with county regulations by County Engineer
- 4) The county then advertises and holds Public Hearing to open new road and abandon old road(s)

Until such time as this matter is legally resolved, we respectfully request that you take immediate action to re-open the closed Co.Rd.165 (Andrews Lake Road) segment so that we may have legal access to our property. A report has been filed with the County Sheriff's office on this matter.

Sincerely,


Bob and Velinda Root

Agenda item for Taylor County regular County Commission Board meeting 5/2/16

Vehicles which had lawful access to CR 165 (Andrews Lake Rd.) but could no longer traverse the road based upon the legal description adopted by the Taylor County Board of County Commissioners on April 4, 2016 . The first 26 vehicles used the road in the past.

Emergency and Safety Vehicles

- 1) Forest fire in San Pedro Bay required several helicopters dip water from lake, and large fuel tanker traveled to the end of county road 165 (Andrews Lake Road) with aviation fuel to refuel the helicopters which landed for refueling in field at end of road
- 2) Large county fire truck testing our dry hydrant
- 3) County fire truck (pumper) using our pressurized fire system to refill during an ongoing house fire at beginning of road
- 4) Low boy 12' wide trailer to move State Forestry bulldozers for controlled burns and firefighting
- 5) 5th wheel equipment trailers (30'-40') plus truck
- 6) 48' flatbed trailers for moving emergency equipment

Road/Property Maintenance and Construction Vehicles

- 7) Gradall Excavator
- 8) County motor grader, John Deer model # 770G
- 9) 40' flatbed culvert delivery truck
- 10) Tri County Electric Cooperative truck pulling pole trailer w/ 55' poles
- 11) Large roll-off delivery truck for Snorkel Lift
- 12) 35' well drilling rig
- 13) 60 ton crane (approximately 50')
- 14) 20 ton mobile crane (approximately 60')

- 15) Home building materials semi (i.e. Home Depot, Lowes, Scruggs)
- 16) Truss delivery truck w/ 12' wide load (semi)
- 17) Caterpillar 613 self-propelled pan
- 18) Bantam Dragline
- 19) Concrete mixer trucks (dozens)
- 20) Limerock delivery semi trucks (approximately 14 trucks)

Farming

- 21) 40' hay trailer
- 22) Large combine
- 23) 53' dry vans to collect pinestraw (12 loads per year__

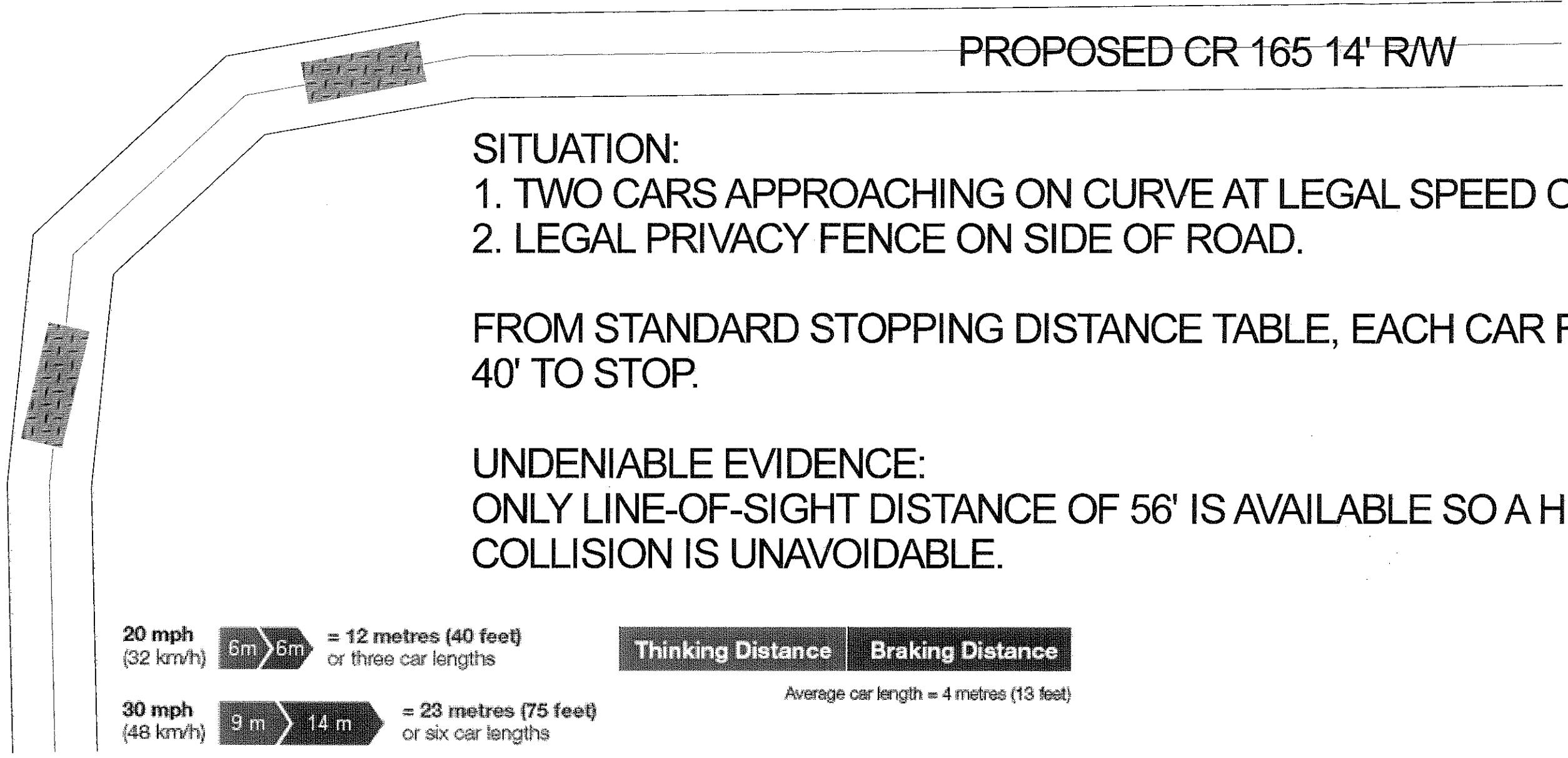
Recreational/Home

- 24) 40' motorhome of visitor
- 25) 5th wheel motorhome of visitor
- 26) Moving van

Anticipated future vehicles needing to traverse CR 165 (Andrews Lake Road)

Future

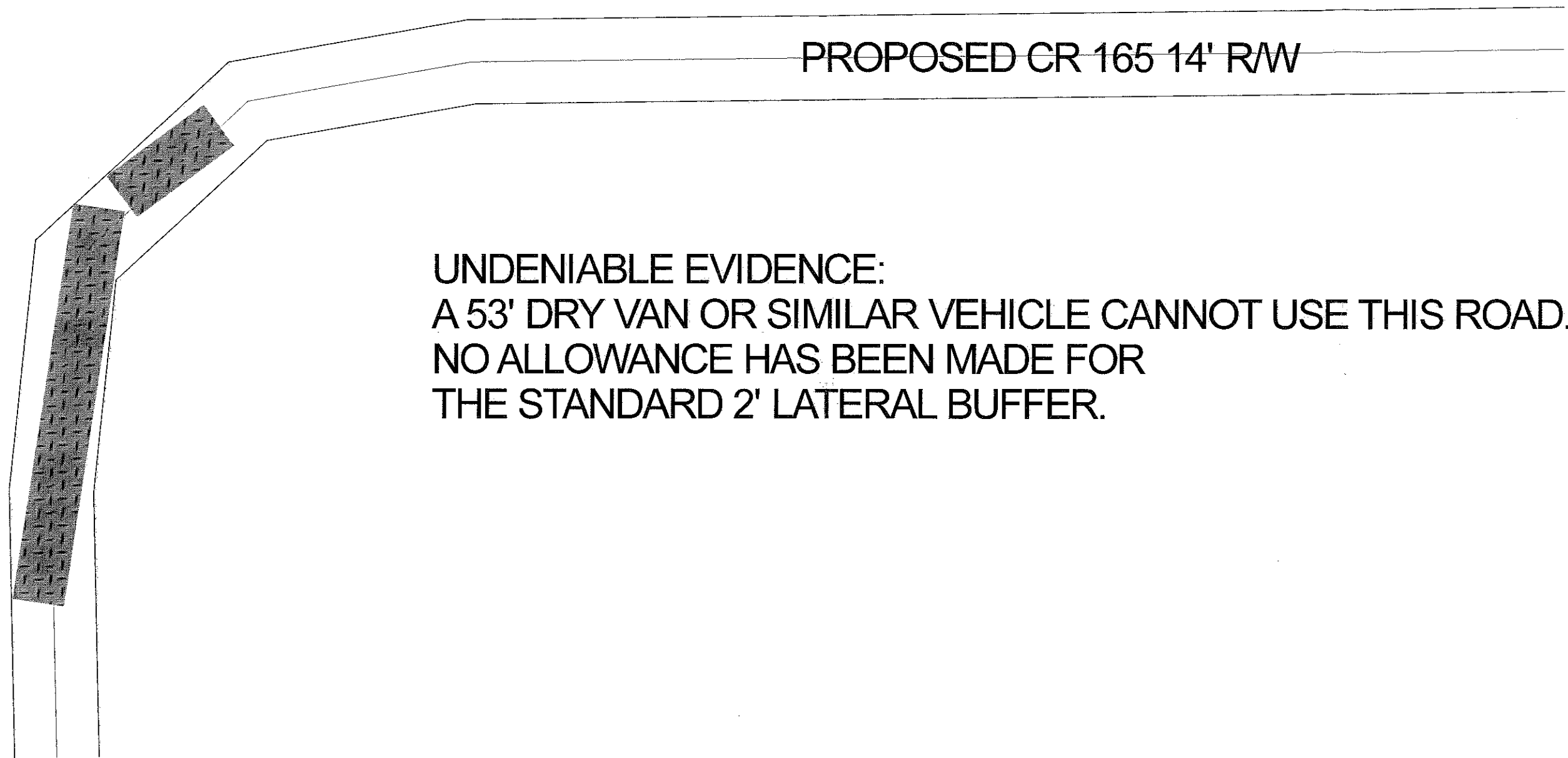
- 5000 gallon Forestry tanker for water hauling
- Log trucks for timber harvesting (*in the next couple of years*)
- Mobile home (*if desired by other property owners*))
- Possible school bus route



	Thinking Distance	Braking Distance	
20 mph (32 km/h)	6m	6m	= 12 metres (40 feet) or three car lengths
30 mph (48 km/h)	9 m	14 m	= 23 metres (75 feet) or six car lengths
40 mph (64 km/h)	12 m	24 m	= 36 metres (118 feet) or nine car lengths
50 mph (80 km/h)	15 m	38 m	= 53 metres (175 feet) or thirteen car lengths
60 mph (96 km/h)	18 m	55 m	= 73 metres (240 feet) or eighteen car lengths
70 mph (112 km/h)	21 m	75 m	= 96 metres (315 feet) or twenty-four car lengths

Average car length = 4 metres (13 feet)

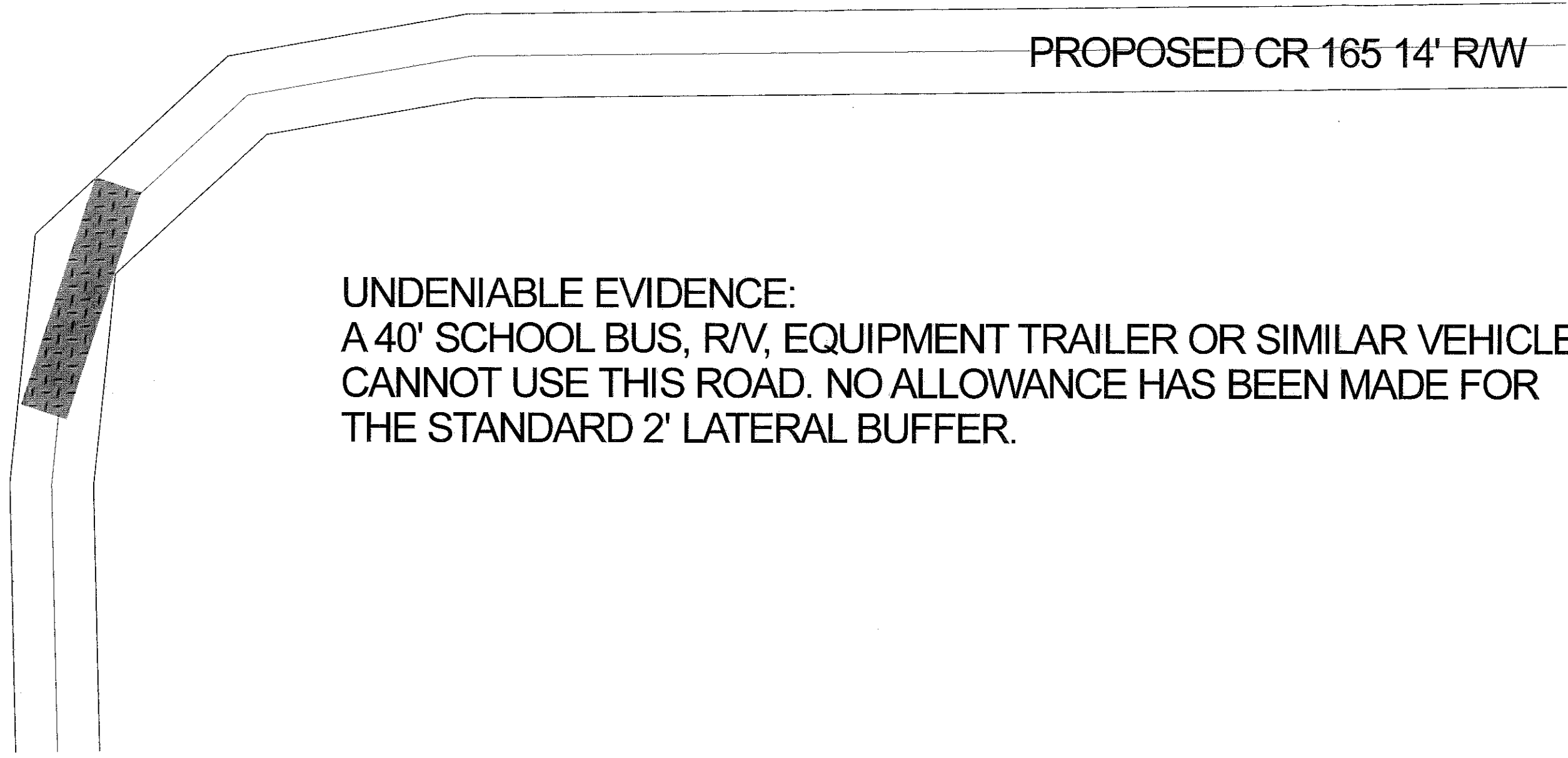
PROPOSED NEW COUNTY ROAD 165
WITH TWO VEHICLES APPROACHING
ON CURVE.
SCALE: 1" = 20'



PROPOSED CR 165 14' R/W

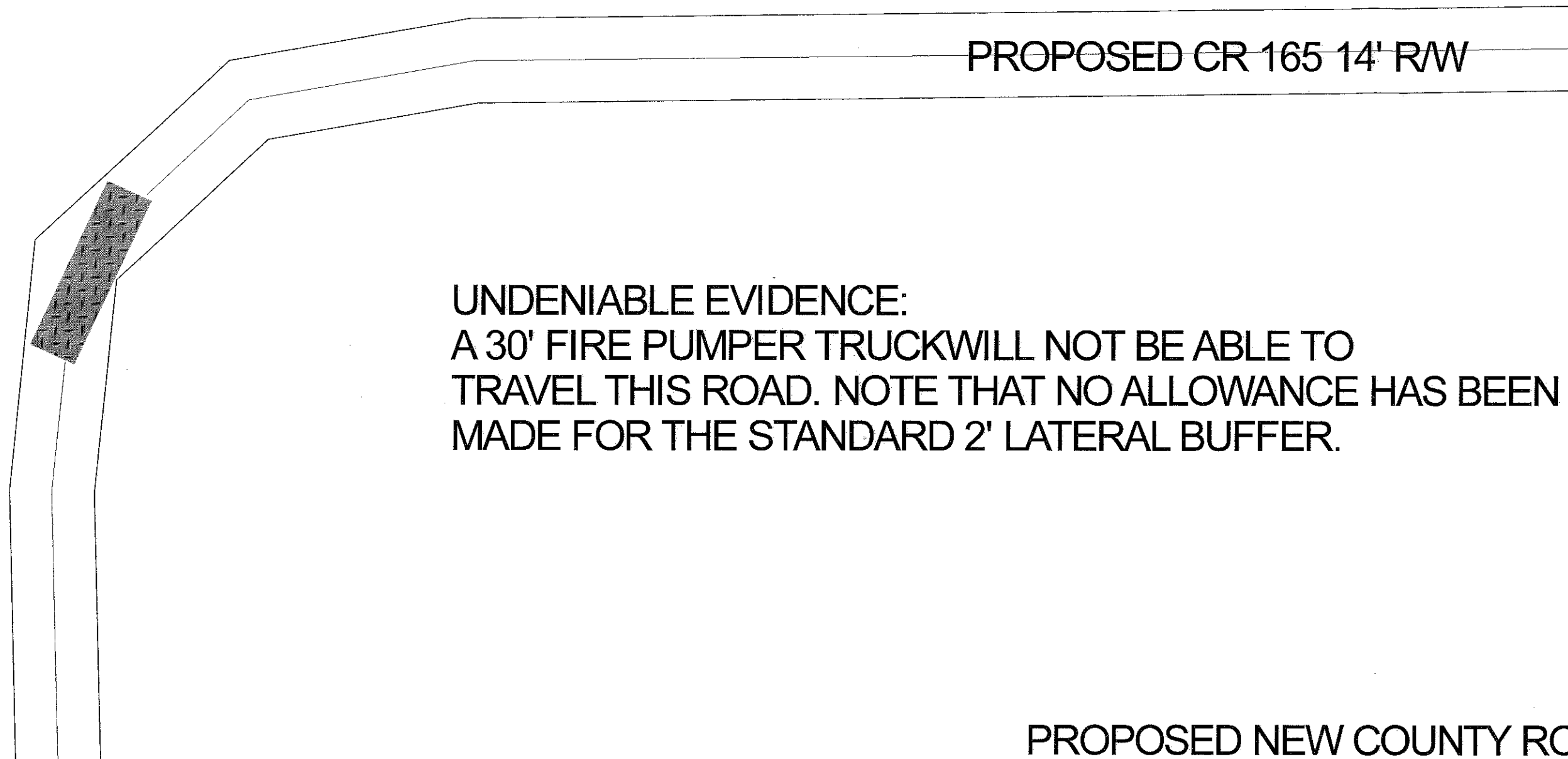
UNDENIABLE EVIDENCE:
A 53' DRY VAN OR SIMILAR VEHICLE CANNOT USE THIS ROAD.
NO ALLOWANCE HAS BEEN MADE FOR
THE STANDARD 2' LATERAL BUFFER.

PROPOSED NEW COUNTY ROAD 165
TRACTOR WITH 53' DRY VAN
SCALE: 1" = 20'



UNDENIABLE EVIDENCE:
A 40' SCHOOL BUS, R/V, EQUIPMENT TRAILER OR SIMILAR VEHICLE
CANNOT USE THIS ROAD. NO ALLOWANCE HAS BEEN MADE FOR
THE STANDARD 2' LATERAL BUFFER.

PROPOSED NEW COUNTY ROAD 165
WITH 8' X 40' SCHOOL BUS/RV
SCALE: 1" = 20'



PROPOSED CR 165 14' RW

UNDENIABLE EVIDENCE:
A 30' FIRE PUMPER TRUCK WILL NOT BE ABLE TO
TRAVEL THIS ROAD. NOTE THAT NO ALLOWANCE HAS BEEN
MADE FOR THE STANDARD 2' LATERAL BUFFER.

PROPOSED NEW COUNTY ROAD 165
WITH 8' X 30' FIRE PUMPER TRUCK OR
SIMILAR VEHICLE.
SCALE: 1" = 20'



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524


To whom it may concern,

I am writing to inform you that property owner of residence located at 11131 Andrews Lake road in Perry Florida has a private dry hydrant / drafting well for fire department operations. The site is on the property and located within 1,000 feet from the residence. The site has both 2.5" and 6" connections compatible with fire department hoses. The site is supplied by Andrews Lake. The site is owned and maintained by the property owner.

Should you have any question please contact me at your convenience.

A handwritten signature in black ink, appearing to read "Dan Cassel".

Dan Cassel
Fire Chief

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	The Airport Advisory Committee (AAC) currently has two open positions. There is a three year term and a one year term open. Richard Day has submitted application for the one year term. The County advertised in the local paper and on the County website for these positions and accepted applications for 30 days. One application was received.
MEETING DATE REQUESTED:	May 2, 2016

Statement of Issue: Two positions are open on the AAC. One of the positions is for three years and one position is for a one year term. One application was received from Richard Day who wishes to serve for one year.

Recommended Action: Staff recommends appointing Mr. Day to the one year term and re-advertising and accepting applications for an additional thirty days for the three year position which remains open.

Fiscal Impact: Not Applicable

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Two positions are open on the AAC and one application was received from Richard Day for the one year position. Staff recommends appointing Mr. Day to serve on the AAC and re-advertising and accepting applications for an additional thirty days.

Attachments: Advisory Board Committee Application received from Richard Day.

March 18, 2016

From: Richard S. Day, Jr.
To: Board of County Commissioners, Taylor County, Florida
Subject: Application for appointment to Airport Advisory Committee

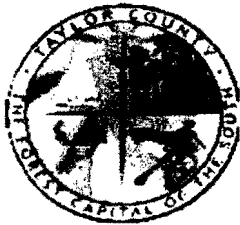
My second three-year term as a member of the Perry-Foley Airport Advisory Committee ends on March 23, 2016, the date of the next scheduled Committee meeting. Committee By-laws preclude my serving a third consecutive term unless a qualified applicant is not available to fill the position.

While I do not wish to commit to serving another full three-year term, should the Board of County Commissioners be unable to find a suitable replacement for resigning member, Ward Ketring, I am available and willing to serve on the Committee as his replacement and complete the remaining one year of his term. Accordingly, my application is attached for your consideration.

Respectfully

A handwritten signature in black ink that reads "Richard S. Day". The signature is written in a cursive, flowing style with a large initial "R".

Richard S. Day



Perry-Foley Airport
511 Industrial Park Dr.
Perry, FL 32348

AIRPORT ADVISORY COMMITTEE APPLICATION

Thank you for applying to fill an Airport Advisory Committee vacancy. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the Perry-Foley Airport Manager on or prior to the advertised close date.

NAME: Richard Day Date: March 18, 2016

ADDRESS: 2034 Johnson Stripling Road, Perry, Florida 32347

TELEPHONE: 584-7905 ALTERNATE TELEPHONE None FAX: None
E-MAIL rsdayjr@fairpoint.net

PLACE OF EMPLOYMENT: Retired HOW LONG? 12 years

POSITION: Military, Corporate Aviator HOW LONG? 33 yrs

ARE YOU A RESIDENT OF TAYLOR COUNTY? Yes
DO YOU HAVE A CURRENT PILOT LICENSE? No - medical not current

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH AVIATION, AIRPORT OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEND TO PROMOTING PERRY-FOLEY AIRPORT'S PUBLIC SERVICE NOW AND IN THE FUTURE.

See attached original application

HAVE YOU EVER SERVED ON THE PERRY-FOLEY ADVISORY COMMITTEE? Yes, IF YES, FROM 2010 TO present

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE AIRPORT ADVISORY COMMITTEE

See attached original application



TAYLOR COUNTY FLORIDA

Perry-Foley Airport
401 Industrial Park Drive
Perry, Florida 32348

AIRPORT ADVISORY COMMITTEE APPLICATION

Thank you for applying to fill an Airport Advisory Committee vacancy. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the Perry-Foley Airport Manager on or prior to the advertised close date.

NAME: Richard Scott Day, Jr.

DATE: April 29, 2010

ADDRESS: 2034 Johnson Stripling Road, Perry 32347

TELEPHONE: 584-7905 ALTERNATE TELEPHONE None FAX: _____ E-MAIL rsdayjr@fairpoint.net

PLACE OF EMPLOYMENT: Retired HOW LONG? 6 years

POSTION: Last- Captain, Flight Dept., Georgia-Pacific Corp., Atlanta, GA HOW LONG? 14 years

ARE YOU A RESIDENT OF TAYLOR COUNTY? YES DO YOU HAVE A CURRENT PILOT LICENSE? NO

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH AVIATION, AIRPORT OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEND TO PROMOTING PERRY-FOLEY AIRPORT'S PUBLIC SERVICE NOW AND IN THE FUTURE.

5 years, 7 months United States Naval Aviator as flight instructor and operational carrier pilot; 1 year overseeing small airport; 25+ years in Part 135 and Part 91 corporate flight operations as pilot and manager; Type-rated in 8 turbine-powered aircraft, experience in many others: 13,134 accident/incident-free flight hours.

HAVE YOU EVER SERVED ON THE PERRY-FOLEY ADVISORY COMMITTEE? NO. IF YES, FROM _____ TO _____

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE AIRPORT ADVISORY COMMITTEE

Advise and assist the Taylor County Commissioners and Staff in making decisions regarding airport operation, maintenance, and planning.

AS AN AIRPORT ADVISORY COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND MONTHLY MEETINGS. PARTICIPATE IN ACTIVITIES INVOLVING FAA, FDOT, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE AIRPORT MANAGER. BRIEFLY STATE HOW YOUR CONTRIBUTIONS WOULD ASSIST IN MAKING DECISIONS AND PROMOTE THE AIRPORT WITH THESE VARIOUS ENTITIES

My career travel took me to airports in all 50 states, the Caribbean, Canada, and Europe. I have some experience in small airport management and extensive small/medium-airport utilization experience since airports similar to 40J in size and operational capability were used often by my corporate employers. Therefore, I understand why companies decide to use particular airports or locate plants and facilities in or near communities with adequate, well-maintained airports. In addition, my corporate duties often required that I develop operating and procedure manuals and other documents that were subject to FAA review and approval.

THANK YOU FOR YOUR INTEREST IN THE PERRY-FOLEY AIRPORT OPERATIONS. FOR SECURITY PURPOSES. YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VERIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

* Please note: Due to State laws regulating public information, this form and other communications, including electronic, may be disclosed as a public media data source upon valid request.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE A RESOLUTION PROCLAIMING MAY 9, 2016, AS CHILD WELFARE PROFESSIONALS RECOGNITION DAY IN TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

MAY 2, 2016

Statement of Issue: THE REQUEST FOR THE RESOLUTION CAME FROM CONGRESSWOMAN FREDERICA S WILSON, 24TH DISTRICT OF FLORIDA.

Recommended Action: APPROVE THE RESOLUTION

Fiscal Impact: NONE

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: THE REQUEST



April 19, 2016

The Honorable Barbara Sharief
President
Florida Association of Counties
100 South Monroe Street
Tallahassee, FL 32301

Dear Commissioner Sharief:

I want to thank the Florida Association of Counties (FAC) for assisting with promoting last year's Child Welfare professionals Recognition Day. We received support from across the state which was due in large part to your effort.

I am writing again to request the FAC's assistance in supporting this year's Child Welfare Professionals Recognition Day. As you know, it is observed each year on the second Monday in May. We are requesting that you call upon your member counties to pass a resolution recognizing May 9, 2016, as Child Welfare Professionals Recognition Day in honor of the dedicated men and women who work tirelessly to defend Florida's children.

As a reminder, I have attached a copy of the Senate Bill 78 I sponsored to create Child Welfare Professionals Recognition Day in 2008 as a member of the Florida Senate. We worked to pass this important bill to acknowledge the sacrifice of our unsung heroes who work zealously to ensure the safety and well-being of our most precious resource—our children.

Thank you for your continued support. Do not hesitate to contact my office, at (305) 690-5905, if you have any questions or need additional information.

Sincerely,

Frederica S. Wilson
Member of Congress

Attachments (2)

cc: R. Scott Shalley, Executive Director

WASHINGTON, DC OFFICE
208 CANNON HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515
(202) 225-4506
FAX: (202) 226-0777

MIAMI GARDENS OFFICE
18425 NW 2ND AVENUE
SUITE #355
MIAMI GARDENS, FL 33169
(305) 690-5905

PEMBROKE PINES OFFICE
PEMBROKE PINES CITY HALL
10100 PINES BOULEVARD
BUILDING B, 3RD FLOOR
PEMBROKE PINES, FL 33026
(954) 450-6767

WEST PARK OFFICE
WEST PARK CITY HALL
1965 SOUTH STATE ROAD 7
WEST PARK, FL 33023
(954) 989-2688

MIRAMAR OFFICE
MIRAMAR CITY HALL
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025
(954) 602-4357

RESOLUTION

A resolution recognizing May 9, 2016, as "Child Welfare Professionals Recognition Day"

Whereas, children are Florida's most precious resource and our promise for a bright future, and

Whereas, Florida's child welfare professionals are responsible for ensuring that our children live free from maltreatment, enjoy long-term, secure relationships within strong families and communities, are physically and emotionally healthy and socially competent, and that families nurture, protect, and meet the needs of their children, and are well integrated into their communities, and

Whereas, Florida's child welfare professionals build rapport and trust with the family and people who know and support the family, empower family members by seeking information about their strengths, resources and proposed solutions, and demonstrate respect for the family as the family exists in its social network, community and culture, and

Whereas, Florida's child welfare professionals form partnerships with family members and people who know and support the family, partner and share information with relative caregivers and foster and adoptive parents, and lead and facilitate partnership with all involved parties to achieve optimum communication, clear roles and responsibilities, and mutual accountability while including parent and other caregivers in case decision-making, and

Whereas, Florida's child welfare professionals make lasting contributions and are sincerely dedicated to improving the lives of all children,

Now, therefore, be it resolved by the Board of County Commissioners in Taylor County, Florida, that May 9, 2016, is recognized as "Child Welfare Professionals Day" in Taylor County, Florida.

Done and ordered this 2nd day of May, 2016, in Taylor County, Florida.

Jody DeVane, Chair

ATTEST:

Annie Mae Murphy, Clerk of Court

By Senator Wilson

33-00001-08

200878__

1 A bill to be entitled
2 An act relating to child welfare professionals;
3 designating the second Monday in May as "Child Welfare
4 Professionals Recognition Day"; providing an effective
5 date.

6
7 Be It Enacted by the Legislature of the State of Florida:

8
9 Section 1. Beginning in May 2008, the Legislature
10 designates the second Monday in May as "Child Welfare
11 Professionals Recognition Day" to recognize the efforts of all
12 professionals who work with abused children and dysfunctional
13 families. The Department of Children and Family Services, local
14 governments, and other agencies are encouraged to sponsor events
15 to promote awareness of the child welfare system and the
16 personnel who work in the system.

17 Section 2. This act shall take effect upon becoming a law.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Florida Commission for the Transportation Disadvantaged Planning Grant Application Form and Authorizing Resolution for the upcoming FY 2016-2017 grant cycle.

MEETING DATE REQUESTED:

May 2, 2016

Statement of Issue: Board to approve the Transportation Disadvantaged Planning Grant Application Form and Authorizing Resolution for FY 2016-2017.

Recommended Action: Approve the Planning Grant Application Form and the Authorizing Resolution

Budgeted Expense: The grant award will be for \$19,214. This grant is to be used for the planning and over site of the local transportation disadvantaged program. No match is required. This grants funds a portion of the Grants Department salaries, benefits, and office supplies.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$19,214. This grant has been used for several years to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.

Attachments: Planning Grant Application Form and the Authorizing Resolution



Transportation Disadvantaged Planning Grant Application Form

Grant Recipient Legal Name	Taylor County Board of Commissioners		
Federal Employer Identification Number	59-6000879		
Registered Address	201 E. Green Street		
City and State	Perry, FL	Zip Code	32347
Contact Person for this Grant	Melody Cox	Phone Number <i>Format 111-111-1111</i>	850-838-3553
E-Mail Address [Required]	Melody.cox@taylorcountygov.com	Fax Number <i>Format 111-111-1111</i>	850-838-3563
Project Location [County(ies)]	Taylor	Proposed Project Start Date	7/1/2016
		End Date	6/30/2017
Fiscal Year Budget Allocation			
Planning Funds Transferred to Trip & Equipment Grant			0
Grant Amount Requested for this Application Period			\$19,214.00
Total Budget Allocation Amount			\$ 0.00

I, Jody DeVane , as the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the grant application instructions.

Signature of Grant Recipient Representative

5/2/2016
Date



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKLE, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, Ext. 107 Phone
(850) 838-3501 Fax

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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

AUTHORIZING RESOLUTION

A RESOLUTION of the *Taylor County Board of Commissioners*, hereinafter **BOARD**, hereby authorizes the execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this **BOARD** is eligible to receive a Transportation Disadvantaged Trust Fund Grant to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW. THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The **Board** has the authority to enter into this grant agreement.
2. The **Board** authorizes Jody DeVane, Chairman to execute the grant agreement on behalf of the Taylor County Board of Commissioners with the Florida Commission for the Transportation Disadvantaged.
3. The **Board** authorizes Jody DeVane, Chairman to sign any and all agreements or contracts which are required in connection with the grant agreement.
4. The **Board** authorizes Jody DeVane, Chairman to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the agreement or subsequent agreements.

DULY PASSED AND ADOPTED IN REGULAR SESSION THIS 2nd DAY OF MAY 2016.

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

By: _____
Jody DeVane, Chairman

Attest: _____
Annie Mae Murphy, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Approve Fiscal Year 2016-2017 Funding Certification To Florida Housing Finance Corporation for the State Housing Initiative Partnership Program (SHIP) for the County to be eligible to receive \$350,000 in housing assistance funding for FY 2016-2017.

MEETING DATE REQUESTED:

May 2, 2016

Statement of Issue: The Board to approve Funding Certification required to receive funding for the local SHIP Housing program.

Recommended Action: Approve Funding Certification.

Fiscal Impact: SHIP Grant funds in the amount of \$350,000. There is no match required from the County.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Funding Certification is required from the County to be eligible to receive \$350,000 to be used for the SHIP program. The grant funds will be used to provide First Time Homebuyers Down Payment Assistance, rehabilitation assistance, and demolition and reconstruction of homes which meet the eligibility requirements. At least 20% of the grant funds must be allocated to serve persons with special needs and disabilities per Section 420.0004, Florida Statutes.

Attachments: Fiscal Year 2016-2017 Funding Certification

**State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2016-2017 Funding Certification**

Name of Local Government

Taylor County

Projected Allocation*

\$350,000

****See estimated allocation chart attached to this document. Funds are subject to transfer of funds to Florida Housing Finance Corporation.***

Strategies	Strategy Code	Will this strategy serve HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants?* (Y/N)	Total \$ Amount to be Expended
Purchase Assistance	2	HO	Yes	Y	\$40,000
Demolition/Reconstruction	4	HO	Yes	Y	\$150,000
Rehabilitation	3	HO	Yes	Y	\$125,000
Total-must equal allocation for 2016-2017 less administrative costs					\$315,000
*For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met: Special Needs Applicants in all categories will be given preference until all goals are met.					

Special Needs Requirement

Each local government must use a minimum of 20 percent of its local housing distribution to serve persons with special needs as defined in s. 420.0004. A local government must certify that it will meet this requirement through existing approved strategies in the local housing assistance plan or submit a new local housing assistance plan strategy for this purpose to the corporation for approval to ensure that the plan meets this requirement. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in s. 393.063, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

Statutory Revision (new subsection added to 420.9072)

(b) A county or an eligible municipality may not expend its portion of the local housing distribution to provide ongoing rent subsidies, except for:

1. Security and utility deposit assistance.
2. Eviction prevention not to exceed 6 months' rent.
3. A rent subsidy program for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or homeless as defined in s. 420.621. The period of rental assistance may not exceed 12 months for any eligible household.

References

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2016-2017 Funding:

 Taylor County agrees that:
Local Government Name

1. The city/county has read and understands the legislative requirements for SHIP for 2016-2017. These include: Special Needs set-aside (20%) requirement, the ability to provide limited rent subsidies, the ability to use up to 25% of allocation for rental, revised AHAC membership.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2016-2017 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2016-2017 for special needs households as defined in section 420.0004 (13), Florida Statutes, through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices.

4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.
5. The city/county understands that use of SHIP funds for the activities described in the proviso and statutory language in this certification must be completed through a strategy approved by FHFC.

Authorized Signature:

Jody DeVane	
Name	Signature

Chair	
Title	Date

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to task the County Attorney to advertise for a public hearing on a request to modify the existing development-of-regional-impact (DRI) for the Foley Master Development of Regional Impact adopted by the Board on February 28, 2012, as agendaed by the County Administrator.

MEETING DATE REQUESTED:

May 2, 2016

Statement of Issue: The request comes on behalf of Four Rivers Land & Timber Company, LLC, which recognizes the need to update the original DRI to reflect the new ownership per Florida Statutes Chapter 380.06 (19)(3)2a.

Recommended Action: Approve the request to task the County Attorney.

Fiscal Impact: Unknown

Budgeted Expense:

Submitted By: County Administrator, Dustin Hinkel, 850-838-3500 x 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Request from the attorneys for Four Rivers Land and Timber Company, LLC.

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

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

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

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

April 15, 2016

VIA E-MAIL

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

Re: Three Rivers Land & Timber Company LLC

Dear Dustin:

I have read over Mr. Hunter's letter on the proposed Resolution.

I would suggest that we put this on the agenda to ask the Board if they want us to advertise this for a public hearing.

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

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosure

Cc: Hon. Annie Mae Murphy
Mr. Gary K. Hunter, Jr.

Margaret Dunn

From: Dustin Hinkel
Sent: Monday, April 25, 2016 9:30 AM
To: Margaret Dunn
Subject: FW: Request to Modify Existing Master Incremental Development Order
Attachments: Request to Modify Existing Master Incremental Development Order.pdf

Place this on the May 2 meeting to task the attorney to schedule a public hearing notice.

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
<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: Angelina Nettle [mailto:AngelinaN@hgslaw.com]
Sent: Monday, April 11, 2016 4:46 PM
To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Subject: FW: Request to Modify Existing Master Incremental Development Order

My apologies, I misaddressed the original email.

From: Angelina Nettle [mailto:AngelinaN@hgslaw.com]
Sent: Monday, April 11, 2016 4:42 PM
To: 'jdevane@taylorcountygov.com'; 'dustin.hinkel@taylorcountygov.com'
Cc: Gary Hunter
Subject: Request to Modify Existing Master Incremental Development Order

Please see attached correspondence from Gary Hunter. Thank you.

Angelina J. Nettle, Legal Assistant
H. French Brown, IV | Gary K. Hunter, Jr.

Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300
Tallahassee, FL 32301

850.425.3446 | hgslaw.com | Angelinan@hgslaw.com

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Hopping Green & Sams

Attorneys and Counselors

April 11, 2016

By Certified Mail and Electronic Transmission

The Honorable Jody Devane
Chairman, Board of County Commissioners
Taylor County
201 East Green Street
Perry, Florida 32347
(850) 838-3500
jdevane@taylorcountygov.com

✓ Mr. Dustin Hinkel
County Administrator
Taylor County
201 East Green Street
Perry, Florida 32347
(850) 838-3500
dustin.hinkel@taylorcountygov.com

**RE: Request to Modify Existing Master Incremental Development Order
Four Rivers Land & Timber Company LLC
Foley Master Development of Regional Impact, Taylor County, Florida**

Dear Chairman Devane & Mr. Hinkel:

On behalf of our client, Four Rivers Land & Timber Company LLC ("Four Rivers"), we respectfully request a minor modification to the existing development-of-regional-impact ("DRI") Development Order ("DO") for the Foley Master Development of Regional Impact ("Project") adopted by Taylor County on February 28, 2012.

As you may know, Four Rivers recently purchased the Project from Foley Timber and Land Company, Limited Partnership ("Foley"), and the proposed changes to the existing DO reflect that change in ownership. The proposed changes, as shown on the attached draft Resolution for consideration by the Board of County Commissioners, are as follows:

- (1) Change the name of the Project from "Foley Master Development of Regional Impact" to "Taylor County Master Development of Regional Impact".
- (2) Change the owner/developer from "Foley Timber and Land Company, Limited Partnership" to "Four Rivers Land & Timber Company LLC", and update the authorized agent.

Four Rivers respectfully submits that the proposed changes are conclusively not substantial deviations, as that term is defined by section 380.06, Florida Statutes.

Section 380.06(19), Florida Statutes, provides the process and procedure by which a developer may propose changes to an approved DRI. Typically, to request a change to a previously approved DRI, the developer must file a Notification of Proposed Change ("NOPC") application with the appropriate regional planning council and the Department of Economic Opportunity. A proposed change to a previously approved DRI that creates "a reasonable likelihood of additional regional impact" constitutes a substantial deviation, and triggers DRI review of the proposed change by state, regional, and local agencies.

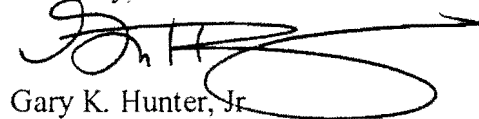
However, the statute enumerates specific changes which are conclusively not substantial deviations, making them exempt from DRI review, and for which no NOPC is required. For these changes, the developer may file a request with the local government to amend the DRI development order in accordance with the local government's procedures. This exempt category includes "changes in the name of the project, developer, owner, or monitoring official." See Fla. Stat. § 380.06(19)(e)2.a. The local government, after public notice, shall either deny the request for amendment or adopt an amendment to the development order approving the request with or without conditions.

On March 24, 2016, we spoke with Danny Griner, the Director of Taylor County's Building and Planning Department, to determine what process, if any, the County has in place for amendments to DRI development orders that meet the "(e)2." exemption. Because the County does not have a standard application form or procedure for such a change, on behalf of Four Rivers we respectfully request that the County accept this letter and attached draft Resolution as an application for amendment to the existing DO for the Project, pursuant to section 380.06(19)(e)2., Florida Statutes. It is our understanding that there is no filing fee associated with this application.

Four Rivers respectfully submits that the proposed changes do not constitute substantial deviations from the approved DO, and requests that the County adopt the attached Resolution approving the changes without conditions.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary K. Hunter, Jr.", with a large, sweeping flourish extending to the right.

Gary K. Hunter, Jr.

Letter to Devane & Hinkel

April 11, 2016

Page 3 of 3

cc: Conrad C. Bishop, Jr.
County Attorney
Taylor County

Steven Dopp
Senior Planner, Regional Planning
North Central Florida Regional Planning Council

Danny Griner
Director, Building & Planning Department
Taylor County

Travis McCoy
Senior Vice President
Four Rivers Land & Timber Company LLC

Taylor Teepell
Director of Community Development
Department of Economic Opportunity

Doc. 453809

RESOLUTION NO. 2016-__

**A DEVELOPMENT ORDER OF TAYLOR COUNTY,
FLORIDA PURSUANT TO SECTION 380.06(19)(e)2.,
FLORIDA STATUTES, UPON APPLICATION FOR
AMENDMENT TO AN EXISTING DEVELOPMENT-OF-
REGIONAL-IMPACT DEVELOPMENT ORDER FILED BY
FOUR RIVERS LAND & TIMBER COMPANY LLC,
APPROVING AMENDMENT NO. 1 TO THE
DEVELOPMENT ORDER FOR THE FOLEY MASTER
DEVELOPMENT OF REGIONAL IMPACT**

WHEREAS, on February 28, 2012, the Board of County Commissioners of Taylor County, Florida, pursuant to section 380.06, Florida Statutes, adopted Resolution No. 12-__, which granted development approval to Foley Timber and Land Company, Limited Partnership ("Foley") for a multi-use Master Development of Regional Impact (the "Project") on certain real property located in Taylor County, Florida, and more specifically described in Exhibit "A" of Exhibit "1" attached hereto and by reference incorporated herein (the "Property"); and

WHEREAS, subsequent to the adoption of Resolution No. 12-__, Four Rivers Land & Timber Company LLC ("Owner") purchased the Property from Foley; and

WHEREAS, on March __, 2016, the Owner submitted an application to change the name of the Project and to change the name of the owner/developer, based on the change in ownership (the "Application"); and

WHEREAS, the Board of County Commissioners of Taylor County, as the governing body of the local government having jurisdiction within Taylor County pursuant to Chapter 380, Florida Statutes, is authorized and empowered by section 380.06(19), Florida Statutes, to consider requests for proposed changes to an approved development of regional impact; and

WHEREAS, a copy of the Application was provided to the North Central Florida Regional Planning Council and the Florida Department of Economic Opportunity, and they were afforded the opportunity to participate in the review of this proposed change; and

WHEREAS, after public notice, a public hearing was held on said Application before the Board of County Commissioners on ____, 2016; and

WHEREAS, the Owner, other units of Government, local agencies, and interested citizens were afforded the opportunity to participate in the proceedings on the Application; and

WHEREAS, after the public hearing, the Board of County Commissioners approved the Application without conditions.

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

This Resolution shall constitute Amendment No. 1 to the Master Development Order of Taylor County issued in response to the Application as submitted by the Owner on April ___, 2016. The County adopts the following changes to the Master Development Order previously adopted by Resolution 12-___ and recorded in the public records of Taylor County, at OR Book 687, Page 234:

2. FINDINGS OF FACT AND CONCLUSIONS OF LAW is amended to read:

- a. The Owner is proposing to develop the ~~Foley~~ Taylor County Master Development of Regional Impact in accordance with the Master Development Plan in the AMDA (Map "H" in the AMDA) attached hereto and incorporated herein as Exhibit "4." The Owner and the County hereby agree that Map H may be further revised as part of each AIDA Incremental Development Order.
- b. The real property constituting the ~~Foley~~ Taylor County Master Development of Regional Impact in Taylor County, Florida, which is the subject of the AMDA, consists of 30,726 acres of Urban and Rural Planning Areas and 82,797 acres of Agriculture-Transfer Area which is legally described and set forth in Exhibit "A" of Exhibit "1."
- c. The Development Program approved by this Master Development Order is described as set forth in Exhibit "5" attached hereto and by reference made part hereof and as modified by General Condition 3.a.(5) which is contained herein.
- d. The ~~Foley~~ Taylor County Master Development of Regional Impact is not located in an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes.
- e. The ~~Foley~~ Taylor County Master Development of Regional Impact is expected to be developed in increments subject to preconstruction review pursuant to applications for an AIDA.
- f. The AMDA is consistent with Subsections 380.06(6) and (21), Florida Statutes.
- g. The County has determined that the ~~Foley~~ Taylor County Master Development of Regional Impact is consistent with the State Comprehensive Plan, its comprehensive plan, its Land Development Code and the Report and Recommendation from the Council.
- h. The Owner, the County and the Council have reviewed this Master Development Order to ensure that anticipated regional impacts have been adequately addressed and that information requirements for subsequent AIDA review are clearly defined.

THE ~~FOLEY~~ TAYLOR COUNTY MASTER DEVELOPMENT OF REGIONAL IMPACT IS SUBJECT TO THE FOLLOWING CONDITIONS, RESTRICTIONS AND LIMITATIONS.

2.1 DEFINITIONS

- a. The name of the Project is: Taylor County Master Development of Regional Impact ("Project"). The Project was formerly known as the Foley Master Development of Regional Impact. All references to "Foley Master Development of Regional Impact" in this Master Development Order, including all exhibits incorporated herein, will be understood to refer to the Project. All references to the "Project" will be understood to refer to the Taylor County Master Development of Regional Impact.
- b. The Owner/Developer is: Four Rivers Land & Timber Company LLC ("Owner"). The former owner/developer of the Project was Foley Timber and Land Company, Limited Partnership. All references to "Foley Timber and Land Company, Limited Partnership" in this Master Development Order, including all exhibits incorporated herein, will be understood to refer to Owner. All references to "Owner" will be understood to refer to Four Rivers Land & Timber Company LLC.
- c. The Owner's authorized agent is: Travis McCoy, Senior Vice President, 1700 Foley Lane, Perry, FL 32347 ("Authorized Agent").

DULY PASSED AND ADOPTED IN REGULAR SESSION BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, THIS ____ OF _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

By: _____
Clerk

This document prepared by:

Gary K. Hunter, Jr.
Hopping Green & Sams
Post Office Box 6526
Tallahassee, FL 32312
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