

**Board of County Commissioners
Gadsden County, Florida**

AGENDA

**Regular Public Meeting
May 21, 2013
6:00 p.m.**

Invocation, Pledge of Allegiance and Roll Call

Invocation
Pledge of Allegiance

Amendments and Approval of Agenda

Awards, Presentations and Appearances

1. Discussion of Proposed Comprehensive Plan and Land Development Code Text Changes to Increase Density in Agricultural Land Use Districts As Part of a Long-Term County-Wide Economic Development Strategy.
(Jon Sewell, Project Manager, Kimley-Horn/ Anthony Matheny, Planning and Community Development Director)
2. Presentation on YMCA
(Ray Purvis, President/CEO, Capital Region YMCA)

Clerk of Courts

3. County Finance and County Clerk Issues
(Nicholas Thomas, Clerk of the Courts)

Consent

4. Approval of Minutes – April 16, 2013 - Regular Meeting
5. Ratification of Approval to Pay County Bills
6. Approval of Commissioner Croley, Commissioner Hinson, Commissioner Morgan, Commissioner Holt and Commissioner Taylor's Travel to the Florida Association of Counties' 2013 Annual Conference
(Commissioner Croley, Commissioner Hinson, Commissioner Morgan, Commissioner Holt and Commissioner Taylor)

7. Signature of Chairman on Equitable Sharing Agreement and Certification
(Morris Young, Sheriff)

Items Pulled for Discussion

Citizens Requesting to be Heard on Non-Agenda Items (3 minute limit)

Public Hearings

8. Public Hearing – Approval of Budget Amendment and Resolution for Hospital Office Space Construction
(Robert Presnell, County Administrator)

General Business

9. Development of Physicians Office Space in the Hospital
(Robert Presnell, County Administrator)
10. Request Approval to Fund an Additional 25 Slots for the 2013 Summer Youth Employment Program
(Robert Presnell, County Administrator)
11. Approval to Refinance 2003B Revenue Bonds (Infrastructure) and Impose the One Cent Local Option Fuel Tax and Ninth Cent Motor Fuel Tax
(Robert Presnell, County Administrator)
12. Approval and Execution of the Environmental Assessment for HUD Funded Proposals. Disaster Recovery Grant #12DB-P5-02-30-01-K65
(Justin Ford, P. E. Project Manager, Preble Rish, Inc./Phyllis R. Moore, SHIP Administrator)
13. Approval of “Offer to Contract” – Economic Development Florida Small Cities Community Development Block Grant, Contract #: 13DB-OI-02-30-01-E 10 and for the Chair to Sign and Execute All Contract Documents Prior to June 11, 2013 Submittal to Department of Economic Opportunity
(Anthony Matheny, Planning and Community Development Director)

County Administrator

14. Update on Board Requests

County Attorney

15. Update on Various Legal Issues
(Deborah Minnis, County Attorney)

Discussion Items by Commissioners

16.

Commissioner Taylor, District 5 – No Items

Commissioner Holt, District 4 – County Concerns

Commissioner Morgan, District 3 – District 3 Concerns

Commissioner Hinson, Vice Chairman, District 1 – County Concerns

Commissioner Croley, Chairman, District 2 – Report and Discussion on Public Issues and Concerns Pertaining to Commission District Two and Gadsden County

Motion to Adjourn

Receipt and File

17.

- a. For the Record: April 26, 2013, Gadsden County Health Department's Prevention and Education Program 2nd quarter report.
- b. For the Record: May 3, 2013, Gadsden County Health Department report of activities and expenditures for period October 1, 2012 through March 31, 2013.

May and June Meeting(s)

- May 23, 2013, Budget Workshop, 4:00 p.m.
- June 4, 2013, Regular Meeting, 6:00 p.m.
- June 18, 2013, Regular Meeting, 6:00 p.m.
- June 20, 2013, Budget Workshop, 4:00 p.m.

AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON APRIL 16, 2013, AT 6:00 P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:

- Present:
- Doug Croley-District 2, Chairman
 - Eric Hinson-District 1, Vice-Chairman
 - Gene Morgan-District 3
 - Brenda Holt-District 4
 - Sherrie Taylor-District 5
 - Nicholas Thomas, Clerk of Court
 - Deborah Minnis, County Attorney
 - Robert Powell, County Administrator
 - Marcella Blocker, Deputy Clerk

INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

Chair Croley called the meeting to order at 6:00 p.m. and asked everyone to stand for prayer and the pledge of allegiance to the U.S. Flag.

Chair Croley asked the Commissioners for cooperation in moving forward with a lengthy agenda.

AMENDMENTS AND APPROVAL OF AGENDA

Chair Croley asked if there were any amendments to the agenda and Mr. Presnell asked to remove Item 4 from the agenda and announced it would be presented at a later date.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE AGENDA WITH ITEM 4 BEING REMOVED.

AWARDS, PRESENTATIONS AND APPEARANCES

There were no awards, presentations or appearances.

Clerk of Court

1. County Finance and County Clerk Issues

Clerk Thomas had nothing to report.

CONSENT

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CONSENT AGENDA

2. Approval of Minutes

-March 19, 2013 – Regular Meeting

3. Ratification of Approval to Pay County Bills

4. Approval of Support Letter to Dedicate the Quincy By-Pass (Upon Completion) as the Julia Munroe Woodward Memorial By-Pass

Item removed

5. Approval of the Emergency Management Inter-Local Agreement between the Gadsden County Sheriff's Office and Gadsden County Board of County Commissioners

ITEMS PULLED FOR DISCUSSION

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

Chair Croley asked if there were any citizens wishing to speak.

Forrest D. Freeland, 289 Mockingbird Road, Chattahoochee, FL stated there were three complaints he had:

- There was a property on Hardaway Road that was being used as an office of some type and it was in deplorable condition and asked the Board to look into the matter.
- On County Road 65-D, part of the road was painted and another part not painted and was a dangerous condition for the citizens.
- Years ago, there was a commissioner that promised the citizens of the county that there would be no unpaved roads in the county-his road was not paved yet.

Chair Croley asked Mr. Presnell to contact Mr. Freeland and look into the matters.

Glenda Norvell, 3817 Tallavana Trail, Havana, FL appeared before the Board to tell the Board 'thank you' and to let them know of the appreciation of their support last year for Literacy Volunteers of Gadsden County last year.

Mrs. Mary Smith, 3137 Atwater Road, Chattahoochee, FL, stated she had a problem with elected officials that once elected, they should work for everyone, not just some of the people. She asked that everyone work together, that everybody needed shelter, clothing and food. She informed the Board that she had problems with children in her neighborhood destroying her property.

PUBLIC HEARINGS

6. Public Hearing-First Reading-Transmittal of Comprehensive Plan Text Amendments to Policy 1.1.5(B) Rural Residential and Policy 1.1.5(C) – (CPA-2013-01)

Mr. Presnell introduced the above item and stated this was the first reading of the Transmittal of Comprehensive Plan Text Amendments to the policy and this would allow non-residential users such as churches, to be in AG2 and if they wanted to get a building permit to add on or make improvements to the Church, this would allow them to do so if they had at least one acre if they were on central water and sewer or three acres if they were on a septic tank.

Chair Croley announced this was a public hearing and asked if there were any citizens that requested to speak and there was no-one.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, BEFORE THE VOTE WAS TAKEN, THERE WAS DISCUSSION.

Commissioner Taylor asked where the number on the acreage came from and Mr. Presnell explained if the Board moved to change this to one acre, the only time there would be a conflict

would be if the Church was located or someone proposed a new Church in non-residential use in AG land in a wetter area where septic tanks are required, they would need three acres to get the permit.

THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CODE CHANGE.

7. Public Hearing-Second Reading-Ordinance to Amend Section 6600 – Immediate Family Exceptions (IFE) of the Gadsden County Land Development Code (LDC) to allow the sale of IFE Residences

Mr. Presnell stated this was the second reading for this item.

Chair Croley announced this was a public hearing and called for any citizens who wished to speak and there were none.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.

GENERAL BUSINESS

8. Extension of Hospital Lease/County Use of Sale Tax and Trust Proceeds

Mr. Presnell stated this item was to seek Board approval of the First Amendment to the Lease Agreement between Gadsden County, Gadsden Hospital, Inc. (“GHI”) and Capital Regional Medical Center (“CRMC”)

Michael Glazer, Assistant County Attorney, Ausley McMullen Law Firm, Tallahassee, FL, appeared before the Board.

Mr. Glazer:

“Good evening, Commissioners, I’m Michael Glazer, Assistant County Attorney of Ausley McMullen in Tallahassee. I have the pleasure of being before you again this evening and we do have a couple of hospital-related items this evening that are the culmination of several months of work between your County staff, Clerk Thomas and his staff, the board of Gadsden Hospital, Inc. (GHI) and the folks from Capital Regional Medical Center (CRMC). I know they are on their way, I think the agenda is actually moving a little quicker than they thought so they are not here yet, but I’m going to go ahead and press forward with the agenda item. “

Commissioner Morgan stepped out at this juncture of the meeting.

“The first item is a hospital lease amendment that we are going to propose to you this evening, because we do have an extensive lease between CRMC, Gadsden County and the Gadsden Hospital, Inc. (GHI). This particular lease amendment that we are proposing this evening has two primary sections, well, two sections. First, there is an extension of the initial term and the second item is an opportunity to retain hospital trust income that is currently being paid by the County to CRMC to help underwrite some of the care that they provide. I’ll get to that item in a minute. But that’s an opportunity to keep about \$140,000 a year that the County is now currently paying to CRMC. But let me start with the first item, the extension of the initial term. Under the existing lease, the initial term for the lease is five years-that is for the period of June, 2010 through June, 2015 and has automatic 5 year renewals. The lease extension is really quite simple-it extends the initial term to ten years instead of five so the initial term of the lease would be June, 2010 through

June 2020, it would continue to contain the provision that has automatic five year renewals unless either party opts to terminate the lease at the end of that initial term. There are several reasons that CRMC has requested this lease extension and this was actually a request by them to us and not the other way around. First, under the current terms of the lease, the County has to notify CRMC of the non-renewal 12 months before the end of the initial term. So, in other words, if the County wanted to opt out of the lease under the current terms, we would have to notify CRMC by June of 2014. With the extension that would be extended to five additional years of our option to notify them of non-renewal of the lease.”

Commissioner Morgan returned at this juncture of the meeting.

“CRMC has an option to not renew six months prior to the end of the initial term. That’s really not affected by this particular provision because, frankly, the lease also allows them to get out at this point in the lease, on six months’ notice regardless of when the term ends. So this really affects primarily when the County will have the option to notify them that the renewal would not be exercised. But, the reason for this extension is it helps solidify the partnership between the County and CRMC and encourages future activities. One of those future activities is actually the next agenda item. What this is doing and the reason CRMC has requested it, is it would provide them with some additional security, frankly, that they are not going to be displaced by the County and gives them the confidence to move forward with some new projects and some expansions of their services in Gadsden County without fear, if you will, that the County will terminate the lease at the end of their first five years. In return for this, the lease extension provides for the opportunity for Gadsden County to retain some hospital trust income. I need to refresh your recollections on what exactly how all of this works, so if you will bear with me just a moment, I’ll move through this quickly. Currently, the County pays CRMC from 2 sources, first, the income from the hospital trust, that’s approximately \$140,000 per year. That money now goes to CRMC. In addition, we pay CRMC 50% of the half-cent tax revenue after the debt service. So the first dollars, you will recall, of all the ½ cent tax goes to pay off the bond debt. Fifty percent of the remainder now goes to CRMC. But with the recent debt refinancing that you have approved, you are going to save approximately \$107,000 per year. So, currently CRMC gets in total about \$460,000 a year and \$140,000 from the trust, \$320,000 from the tax income. CRMC is willing to allow the County to retain the hospital trust income so long as the total payments stay at or above \$460,000. This is an item that I want to give credit to Clerk Thomas for, he has really been pushing for this because this provides, hopefully, a pot of money for the County to have available to it for capital projects, and I’ll talk about that in just a moment. But the Trust income would still be available to be used for short-falls if the tax income is below \$460,000. But if the tax income is at or above \$460,000, we now would get to keep all of the trust income in a way, that under the **current** lease arrangement, we are obligated to pay to CRMC. The benefits of this particular opportunity are there is no risk to the County, we’re not going to be any worse off than we are today, but we have the opportunity to actually save and retain that \$140,000 a year that is currently going to CRMC and the potential benefit is to have the trust income available for future capital needs of the hospital, because, remember, under the lease, while CRMC takes care of all the equipment, all the routine maintenance, all the routine expenses of the hospital, the County still cares for the structure and the major mechanical, electrical, HVAC system. But, we don’t have a rainy day fund or reserve to pay for those expenses when they eventually will arise. We know they will eventually. So, the lease amendment in sum provides an extension of the initial term and the opportunity to retain the trust income and this has been presented to the Board of GHI, it’s being recommended for approval to you by your staff, by the Board of GHI, CRMC has agreed

to it as well. I've given you a form of the lease amendment, the only reason it's not signed is we are still waiting for the final legal review from CRMC, but I have talked to their lawyer and I think that the document, if not approved exactly as it is in front of you, the changes will be extremely minor and not substantive. The document is a little more complicated because of the request of the Clerk's office; we have prorated the amounts for the balance of this fiscal year and then moved to the full savings for the next fiscal year. But, ah, that's been reviewed by the Clerk's office as well. To make a long story short, the math works. With that, I'll stop and ask if there are any questions."

Chair Croley

"Commissioners, do you have any questions? Yes, Commissioner Holt."

Commissioner Holt

"Yes, under the indigent care tax that CRMC receives, are they levying that for federal match money?"

Mr. Glazer

"At the moment they are, but unfortunately, the program is ending."

Commissioner Holt

"How much did they receive for last year?"

Mr. Glazer

"They would have received, I think the maximum we did was \$300,000, or was it \$400,000? (Looking at the Clerk) \$400,000 and I think last year they got about .70¢ extra on the dollar, if memory serves me correctly."

Commissioner Holt

"That was a dollar per dollar match?"

Mr. Glazer

"About .70¢ for every dollar we put in."

Commissioner Holt

"So, that money that we were giving under the indigent care tax, they were levying that money. That's money that if we gave to them now, we would miss the opportunity to levy that money for a federal match."

Mr. Glazer

"Unfortunately, they cancelled the program, so..."

Commissioner Holt

"I understand, but what I'm saying, that's money that we could have used before that we did not use."

Mr. Glazer

"We used as much as everyone was comfortable using, because, remember, you signed a contract and you didn't want to obligate the County..."

Commissioner Holt

"I remember the contract, but my point is, we missed opportunities there to levy. The other thing is, in the contract, if they don't have a program anymore, that's not a debatable item anyway. I just need to see some information from you saying that, from the feds, saying that they aren't doing that match anymore. That's all I need to know on that particular item."

Mr. Glazer

"That came in the form of correspondence from ACHA directed to the hospital. I can probably get a copy of it."

Commissioner Holt

"Yeah, just email a copy."

Mr. Glazer

"Just let me make a note on that."

Commissioner Holt

"Thank you, and that way we'll know because the reason I say about levying that money, Commissioners, if you have that opportunity, that indigent care tax, you can levy dollar per dollar normally, they say that at state level, in fact, you have a dollar, you send a dollar to the feds, they send back two. So what we approved the last time, the one reason I voted against it, was trying to get that dollar levy to come to the County and not to CRMC. So, if that program's going to be there, we can go after it. If it's not going to be there, it's not a debatable point for that match."

Mr. Glazer

"The money was never available to the County; it was only available to the hospitals."

Commissioner Holt

"Yeah, it's available to hospitals. I understand what you are saying, because Jackson Memorial in Miami got like 3 Million that they levied. I'm saying the process we didn't go through because we went ahead and approved it. So we were not aware how we could have used the money, if possible. The other thing is, for the two year period about \$275,000 was spent on non-collectable funds with EMS. On that of the two years, approximately \$235,000 for the two years was a part that we didn't collect. We can't collect that ambulance runs from this facility that we have, the emergency room to the hospital over in Tallahassee, Capital Regional. We are running at a deficit. The contract needs to address that deficit because if we're saying we're going to give up something, what happens with that deficit. We need to have a contract that represents the County as well as Capital Regional."

Mr. Glazer

"Commissioner, we brought that up with CRMC. They don't get paid for it either. That's a Medicare regulation and up to this point, they have been unwilling to modify that particular issue."

Commissioner Holt

"And they can, Commissioners, pay that back to the County, it can be paid back. Some other counties do that. That's not something that's necessarily off the table because we're not renegotiating another contract yet, because we still have the 2015. This is not something that has

to be voted on tonight. And I think that's something that we looked at also with any of our contracts before we voted not to go back and RFP some contracts out because it was not near the end of the time. This is not near the end of time with the contract with the hospital. So it's not something that we necessarily have to do tonight. We have the opportunity to look at these items."

Mr. Glazer

"Commissioner, I would point out that the opportunity to retain the trust income is tied to this same amendment and is retroactive to March 1st if it's passed this evening."

Commissioner Holt

"Right, it's retroactive to March 1st but we don't have to pass it tonight. If that's that caveat that they are offering us, to renew the contract. CRMC is not losing any money. They are not trying to renew a 5 year contract with us and they are losing money. That's what I'm saying. If you look at that in Section 4-5, Commissioners, for licensed beds, CRMC in the original contract, Arthur got an agreement that they would not open those 4 beds."

Commissioner Hinson

"What page is that on?"

Commissioner Holt

"I don't know, I just jotted down the section, 4-5. So those 4 beds were never opened and then in the next item, one of the other items coming up, you're saying go back and build-out \$179,000 for some office space when they did not open those 4 beds. Whether they had an agreement with ACHA or not, we were told that we were going to get beds. So that's a couple of things that I'm very interested about in getting this done. To me, this is definitely not a good contract. If the only objective is get money back for the trust, then it could be a good contract for the County, but there are other things in the contract that we need to look at. I can tell you several because I jotted down from each section what could be done. Commissioners, this is something I'm going to let someone else speak because there are some other items I'm looking at. Thank you."

Commissioner Hinson

"Do you care to explain 4-5?"

Mr. Glazer

"Yes, sir, from the very onset, the County, I'm sorry, CRMC made it clear that the 4 beds would not be opened. The reason that we had to put the 4 beds in is because in the event that the hospital is ever turned back over to us, we want to make sure that the County or whoever the subsequent operator is has the opportunity to open that. So, consequently, an arrangement and specific agreement was made with the Agency for HealthCare Administration to technically allow 4 beds to be on the license. However, the Agency also agreed that those beds would not have to be opened and CRMC made it extremely clear from day one that it was not their intention to open up the beds when the hospital opened. That has been a basic provision and I understand it's been controversial at times, but it was never anything that was hidden in any way."

Commissioner Hinson

"That was in writing?"

Mr. Glazer

"We negotiated extensively with ACHA on that point because it was critical in my mind that we protect the County that way because in the event that the arrangement doesn't work out and the County gets the hospital back, if we didn't have any beds on the license and it was only an emergency room, then we would have a very hard time opening beds later. By having even as few as one bed, technically on the license, we preserve that right."

Commissioner Holt

"And, may I Mr. Chair?"

Chair Croley

"Well, Commissioner Holt, hold on and let him finish."

Commissioner Hinson

"I'm finished."

Commissioner Holt

"I was just going to comment on that, that's all; I was going to comment on the beds, that's all."

Chair Croley

"He's answered the questions..."

Commissioner Holt

"Well, I have a comment on what he is saying. That doesn't make what he's saying correct. It just means he said it. What I'm saying is this, when CRMC came, we had Tallahassee Memorial, they agreed to 25 beds and that was voted out by this Board for 25 beds. CRMC came in after the place was renovated and they first said 'yeah, we can do beds', stood right there to that podium and said that. OK? It may have been negotiated later, but that's not what they told us at that time. So that's something that was done later on with ACHA, that's not something that was done when they came to us the first time."

Commissioner Hinson

"I had an opportunity to speak with you on Monday, right?"

Mr. Glazer

"Yes, sir, yesterday."

Commissioner Hinson

"What I gathered yesterday in the meeting, you said that TMH left the contract."

Mr. Glazer

"Correct, there was an RFP and they were successful, and then they withdrew."

Commissioner Hinson

"So they withdrew?"

Mr. Glazer

"Yes."

Commissioner Hinson

“So, it’s not that the County Commission reneged on TMH?”

Mr. Glazer

“No, it was in the spring of 2009, they wrote a letter and said that they were no longer interested and withdrew. It was not anything the County did to my knowledge. It was TMH.”

Commissioner Holt

“It was a lot that the County did.”

Chair Croley

“Any other questions? OK, Mr. Glazer, in summary, with all due respect to everyone’s opinions, we again can dwell on what’s happened in the past and whether or not everything was done the way everybody thought they have been done at that time. That’s all water under the bridge. We have a chance to extend this lease at the request of CRMC, which is a good thing for the citizens of the County to get the hospital continued in business and at the Clerk’s recommendation, you are going to give back, their willing, CRMC, to release back the investment income from the Trust back for the County to have a sinking fund established so to speak, to maintain the capital structures there at the hospital facility and in turn, we’re continuing to allow them to receive a portion of the ½ cent indigent health care tax, provided that the health care tax continues on at its present level. Is that...”

Mr. Glazer

“At a combined level of the Trust...”

Chair Croley

“And then we reduce the cost of over a Million dollars and saved all that money for the citizens of the County in terms of refinancing the debt. Correct?”

Mr. Glazer

“Yes, sir. That helped make this more feasible.”

Chair Croley

“That is what you are asking for in this item currently.”

Mr. Glazer

“Yes sir.”

Chair Croley

“OK, now, Commissioners, the Chair will entertain a motion so we can move this item forward.”

Commissioner Taylor

“I have a question, please, and I know you are trying to get to this point, but, Sir, (talking to Mr. Glazer) if you wouldn’t mind, could you go back a couple of screens and I’ll holler when I see the one...continue Sir, right there. Actually, Commissioner Croley touched on it just a moment and I’m just a little curious as to how this could happen. According to your numbers, the 50% ½ cent sales tax revenue after the debt service would net you \$320,000. You indicated in this contract that

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somehow you are anticipating, and it might just be my confusion and I might have missed a statement or two trying to listen, but you indicated that the payment to you must not go below \$460,000.”

Mr. Glazer

“To CRMC.”

Commissioner Taylor

“To CRMC, not to you, I’m sorry, you’re with the County. I apologize. That’s \$460,000 and I see how you got that originally, you had the \$140,000 from the income from the Trust plus the \$320,000 from the ½ cent sales tax after debt services. But now you are giving back the income from the trust and, but you are still asking for that total amount and so, I’m curious...”

Mr. Glazer

“I can help. The \$460,000 is the historical number. If you take the \$320,000, which it was historically, and the \$107,000, that takes you to \$427,000. The hope is, with the pick-up in the economy, the tax will generate a little bit more in the future and so by just generating that additional \$35,000 or so, it will get to the \$460,000 on its own without any of the trust income. If it doesn’t, we’d still have to fall back on the trust income but we’re protected because we never have to pay them a single penny more than what is in the trust. So, if the tax collections pick up a little bit along with the savings generated from the bond refinancing, the hope is that going forward, the revenue from the tax alone will be enough to make up that difference.”

Commissioner Taylor

“I hear what you are saying and...”

Craig McMillan

“Mike, I think, excuse me, I think you confuse numbers...”

Chair Croley

“Hold on, please state your name...”

Craig McMillan

“Craig McMillan, Chairman of the Gadsden Hospital, Inc. The \$460,000 is made up of the, what is currently, what happened this past year, they got \$320,000 from the sales tax, they got \$140,000 from the trust. What we’re saying, what they are saying is, that \$107,000 that you are now going to save on the sales tax because of the refinancing, you probably are not going to be able to get the whole \$140,000 from the trust unless something increases from sales tax increase or, you know, that’s what’s got to happen. But, there will be probably approximately \$107,000 that would be, if the numbers stayed the same that would go into a sinking fund to help take care of the hospital. The \$460,000 is made up of the \$320,000 and the \$140,000, which is historical; \$140,000 from the trust and \$320,000 from the sales tax.”

Commissioner Taylor

“That much I gathered at the onset, that’s how you got your \$460,000. It’s like, to me, if the glass is half empty or half full, you really aren’t going to benefit either way, because...”

Clerk Thomas

"I'm sorry; I think I can help to clarify, if you don't mind."

Chair Croley

"Mr. Clerk."

Clerk Thomas

"There's another way if you just look at it, real simple, you've got \$682,000 that you are going to budget for debt service from the ½ cent tax; then you are going to budget \$460,000 that is going to CRMC and based on, say, 1.4 Million collections that leaves approximately \$258,000. That's money that probably goes to the Health Department/Health Council under the current arrangement. So there is a simple way to do it. You budget your debt service, you budget what is due to CRMC, and then you have what is left."

Mr. Glazer

"That's a great way, a much better way of explaining it."

Commissioner Taylor

"Yeah, and it is, I mean I'm totally clear. Of course, I understood it, you know, how you were getting the dollars, I was just a little confused as to how, you know, it would benefit the County in that we are still paying out the \$460,000, which is what we are paying out now."

(Mr. Glazer started to speak.)

Commissioner Taylor

"Just a second. That's what is in the contract. That what, you're request is \$460,000. Now, you are telling me, I think what Craig just said a moment ago, it's really the \$320,000 plus the \$107,000, that's what it really is, but you are still asking for \$460,000 in the event it does not hit \$460,000, then the County has to pony up and we give you the difference, maybe \$38-43,000, but it is still \$460,000. So, I don't see where we really..."

Clerk Thomas and Craig McMillan started to speak.

Commissioner Taylor

"Just one second and then I'll finish my comment. We are able to save \$107,000 because of the initiative taken to refinance that debt service, so that is **supposed** to be a benefit to us. So how that became a part of your negotiation is beyond me. It shouldn't be..."

Craig McMillan

"It's a good question, but let me just say this. What you are, you have to look at the contract that is with CRMC. The contract with CRMC says they will get ½ of the proceeds of the sales tax after the debt service. So if the sales tax proceeds go way up, they are going to get a windfall, OK, and the fact that you just saved \$107,000 on financing, they actually would get \$53,500 that they would get because that's in the contract. Plus, they would get whatever is on the trust side. So, see, you are actually limiting them to what they are currently getting before that \$107,000 savings came. Am I right (looking at Clerk Thomas)? "

Clerk Thomas

"Not only are you saving \$107,000, you are saving \$140,000 with a potential for that to be more

with a better performance of the trust in the future. So you are actually saving more money, you are saving at least, all that this is doing is aligning money up for the way it was intended to be used. The money for the trust was originally intended to be held by the County to be used for the hospital. You are getting that lined back up the way it was supposed to be used; the money from the indigent tax is going to the hospital to defray the cost of providing indigent care by the hospital. So you are getting the money lined up and you are saving more money. You are saving at least \$140,000 with the potential to save more with the better performance of the trust. So, like I said before, you budget your debt service, you budget ½ cent tax of \$460,000 to CRMC and then you will have money left. Honestly, the loser here, there is a little bit of loss is the amount of money that you were giving to the health department/health council. That will be down a little bit, assuming you budget the \$460,000..."

Commissioner Taylor

"Unless the collections go up."

Clerk Thomas

"Unless the collections go up, and over time they will."

Commissioner Taylor

"I'm done."

Clerk Thomas

"Do you see what I'm saying?"

Commissioner Taylor

"I do, I do, I, ah, ah, I understand exactly what you are saying and I guess I just was trying to figure out, well, let me just let someone else move on and maybe they can get some other kind of methodology going here. Thank you."

Mr. Glazer

"Commissioner, we have spent months on this and it is not simple, I appreciate your questions."

Commissioner Taylor

"It's not. I was just trying to figure on this thing where we would actually benefit. But if the Clerk says he can see, and I can appreciate you wanting to align these things up so as to...you really shouldn't have been getting money from the trust fund based on what the trust was designed for. But it was part of the contractual agreement, I guess to get you to the numbers you needed in order to come in and do this deal, so, now that that is coming back into the fold, now that it now goes back into the trust as far as the \$140,000, that's what I'm talking about. So I am comfortable with that and I, let me just ask you this questions, just one question. How many years have you been collecting the 50%? The ½ cent sales tax?"

Clerk Thomas

"What, '08-'09?"

Commissioner Taylor

"And you have gotten 1.4 each year?"

Clerk Thomas

“1.3-1.4 Million each year.”

Commissioner Taylor

“Thank you. That’s it.”

Chair Croley

“Commissioner Morgan, you had your hand up?”

Commissioner Morgan

“Thank you Mr. Chair. Mr. Glazer, good to see you. Thanks for putting this before us and also Mr. McMillan. I think what might possibly could simplify this discussion is if we kind of look at it at a higher level and if folks in the county will remember, we have had a very turbulent history when it comes to being able to provide a stable health care environment for our citizens and back in 2008, you know, we were tasked with coming up with a viable solution to be able to provide a working model and because of the fact we found a partner, a HCA partner in particular in CRMC, we were able to put this together under your guidance and of course the hospital board, who devoted many hours and years to this project. What this does, it provides some stability, as you mentioned earlier. This is a wonderful thing that CRMC has come to us, in my opinion, and say ‘hey, we want to extend this contract’. Let’s think about this for just a second. He could be standing in front of us tonight letting us know that they were about to pull out. What kind of a position would we be in as a poor, broke, rural county trying to provide health care, like many across the country? We are in a very, very good position in my opinion and this gives us the opportunity to build on what already has shown to be a success with the opportunity to grow on a solid foundation. At the time, I would move approval for this, Mr. Chair.”

Chair Croley

“Commissioners, Commissioner Holt, I’m going to hear from you, but, let’s try to wrap this up. I think we are pretty clear on, if you’ve got something new to add, let’s add it, but...”

Commissioner Holt

“Thank you, Mr. Chair. I’m going to add onto my comment and reiterate anything that I need to add on, reiterate on. The \$125,000/year that we are losing on the ambulance is a major loss. I’m going to reiterate that and I am not voting for this contract and I’m letting everyone know that, that you do not go into a contract losing, I appreciate what the Clerk said and I appreciate what Mr. Glazer said. If we don’t know what that tax is going to generate, it may generate quite a bit of money, that’s true. But that doesn’t mean you disregard everything else in the contract and since it’s not required or even necessary that we vote on it tonight, then that’s not something that we definitely need to do. How much are you saying it’s going to hurt the health council? How much is it going to hurt the health department and the health council and what do we need to cut there?”

Clerk Thomas

“Well, assuming you collect 1.4 Million, there should be about \$258,000 left. As the sales tax performance and economy improve, there’s more money left.”

Commissioner Holt

“Right, I’m saying if there is not that money that is there, then we have to supplement the \$460,000, right?”

Clerk Thomas

"What I'm suggesting to you is that you simply budget \$460,000 from the ½ cent tax."

Commissioner Holt

"That is if it produces..."

Clerk Thomas

"That's going to be there, it's never not...you're debt service is \$682,000, then you add your, the \$460,000 to that..."

Commissioner Holt

"That's \$1,142,000."

Clerk Thomas

"OK, then so, you're going..."

Commissioner Holt

"I understand what you are..., I'm saying what was it that we putting aside for the health department and the other group that we were providing those services? We didn't know how we could hurt or help those groups."

Clerk Thomas

"You are budgeting around \$260-280,000 a year for them."

Commissioner Holt

"OK, so that's coming out of the tax. So, if that's coming out of the tax, Commissioners, what I'm saying is what do you lose if you do it and (inaudible) then we need to look at that. But now, the main concern that I have, as I have said before, is going in there losing the \$125,000. That is something that we should not be losing. We should have those beds there and this license, this is the new part, Commissioners, should not be given to the hospital. I talked to 2 other counties again, they say the same thing 'y'all keep getting your license out there and that's how you lost it the first time'. Don't give your license to organizations. Commissioner Morgan, if they came before us and said we're closing today, we'd hire a director and move on, just like Jackson County and Hamilton and the rest of the counties. They move on by hiring a director and they go after the health care people that are already driving to Tallahassee. What can they be doing in the health care field? But, that's how you would handle it. We can go ahead and vote Commissioners. Thank you so much."

Chair Croley

"Thank you Commissioner Holt. Let's move the item and the Chair will entertain a motion."

Commissioner Morgan

"I move approval."

Chair Croley

"We have a motion for approval, is there a second? I'll second it."

Commissioner Hinson

"I have a question, no, go ahead, go ahead."

Chair Croley

"OK, we have a motion and a second on the floor. All in favor of moving forward with this item please signify by saying 'aye'."

UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY CHAIR CROLEY, THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE THE ITEM. COMMISSIONER HOLT OPPOSED.

Commissioner Hinson

"Chair, I want to make a motion."

Chair Croley

"You want to make another motion?"

Commissioner Hinson

"Yeah, I want to make another motion real quick."

Chair Croley

"OK, ah, on this item? Because this is the only agendaed item we can talk about right now."

Commissioner Hinson

"And that's the reason why I said before, I'm sorry, that's the reason I wanted (inaudible) before you went ahead and voted."

Chair Croley

"What is it you wanted, is it a point you wanted to make on it?"

Commissioner Hinson

"That's the reason I wanted to intervene but you continued to speak and carry out the motion."

Chair Croley

"I apologize, I didn't understand what you, you said move the motion, which I thought meant go ahead."

Commissioner Hinson

"I had a question."

Chair Croley

"OK, what is your question?"

Commissioner Hinson

"Well, the reason why I decided not now because I saw a few questions that we talked about. I walked in here today, I saw my questions today, I thought this was a great idea, a super idea. There are just a few questions that I had some concerns with. Because of some of the things you talked about and some of the things that happened. But I don't think there is anything wrong with the contract, one or two things, but I think that, ah, I need to have another conversation (looking

at Mr. Glazer).”

Mr. Glazer

“Anytime.”

Chair Croley

“With him?” (pointing at Mr. Glazer)

Commissioner Hinson

“Well, this, Mr. Chairman, actually you kind of hurt the motion, because it would have died but because you decided to move forward and that’s the reason why, that’s why I called a question. I said question, I said the wrong thing when I said question.”

Chair Croley

“Well, please ask him.”

Commissioner Hinson

“Well, I know, you already carried the motion, you carried it already, but, again, we already voted on it already. But the thing is if you bring it back; say within two weeks or a month or the next board meeting whatever, within that time, I’d like to talk to you, ah, about some things that were said that I had some concerns with. It was my motivation tonight was to move forward on this and I thought it was a great plan. But we’ve voted on it already, so...”

Mr. Glazer

“Commissioner, I’m at your disposal, I’m happy to meet with you anytime.”

Chair Croley

“Mr. Glazer, please make contact with Commissioner Hinson and go over his questions and if there is something we have missed, please come back and clarify...”

Commissioner Hinson

“And I apologize for the...”

Chair Croley

“And I apologize to you, Commissioner Hinson for misunderstanding what you were trying to say, and ah, anyway, but ah, OK, let us move to the next item.”

9. Development of Physician Office Space in the Hospital

This item seeks Board approval of a non-binding Letter of Intent to develop physician office space in Capital Regional Medical Center-Gadsden Memorial Campus and the project creates greater potential for increasing the availability of physician services in Gadsden County.

Mr. Presnell introduced the above item and said this was another item that would be handled by Mr. Glazer.

Mr. Glazer stated this was to move forward with additional steps to bring more health care to Gadsden County. He stated they were looking for a non-binding Letter of Intent. He said they were looking at potentially developing 1200 square feet within the building that is currently shelled into office space. He added CRMC would bring primary care and specialist physicians to

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Gadsden County on a time-share basis. He explained that the total capital costs would be \$170,000 and showed the Commissioners sample drawings of the new space. He added that the Letter of Intent (LOI) had some key elements:

- The County would pay the construction costs of approximately \$155,000. He further explained the current lease would allow CRMC to come to the County and ask them to pay that amount and give the County 30 days to agree or not agree to do it, but added that was not how they wished to do it. He added they could do it themselves, but could ask the County to reimburse them when the lease ended.
- CRMC would pay the furniture and equipment costs of approximately \$25,000.

He added that under the current agreement CRMC paid \$1.00 per year rent but under the new agreement, they would pay \$1,000 per month. He explained that CRMC would be under some State and Federal regulations to charge the doctors rent and this would be their incentive to charge the physicians the rent. He also explained that the physicians would be required to accept Medicaid patients and the LOI was contingent on the County obtaining the funding for the project.

He asked the Commissioners to recall when they originally did the hospital, they borrowed \$10 Million for the construction but they had to draw from the principal of the trust to be able to get the original equipment and got court approval to get \$4 Million but they only spent \$3.3 Million. He suggested they go back to Court to seek approval to use the remaining \$685,000 for this and other related hospital projects. He added it was recommended by staff and GHI to approve the LOI and authorize the administrator and legal counsel to seek court approval for use of trust funds. He also added the LOI was very clear that if court approval was not granted, the LOI would become null and void.

Commissioner Morgan stated he was all for the expansion to have specialists come here.

Chair Croley said for the record, he asked Craig McMillan to come forward and give his blessing on this matter.

Mr. McMillan stated he has been a great defender of the trust and the corpus of the trust and stated this was the best position they could be in and they were in favor of it.

Commissioner Morgan asked if this could be accomplished by using the \$170,000 without having to go to court and why not do that instead of using any of the trust.

Clerk Thomas stated, like Mr. McMillan, he was a defender of the trust, however, they weren't looking at just one project and they could be looking at a lot of money.

Commissioner Morgan said he understood Clerk Thomas' line of thought, but he thought using the fund balance was smarter than going into the principal of the trust and added he thought they had been very smart in the way they had originally handled the matter.

Chair Croley stated he had listened to the hospital board, he has supported them in the past and they have done what needed to be done to bring medical care to the citizens of the County. He added that he hadn't heard them state that they wished to spend \$680,000, the amount he heard was \$170,000.

Commissioner Holt stated if the County agreed to the \$170,000 and there was a seven year lease, they would need to pay \$2,023.81 per month in order to get the \$170,000 return. She added if patients were transferred from this facility to Tallahassee CRMC, under Medicaid they would not receive their money. She suggested if they were going to lease the hospital, to lease at an amount that at the end of the contract they would recoup the \$170,000.

Commissioner Hinson stated he had the opportunity to speak with the President, Brian Cook, at lunch and stated he had the same concerns as Commissioner Holt.

Commissioner Morgan spoke and asked Mr. Glazer to expound on what they were allowed to spend the money on when it was originally withdrawn from the Trust beyond equipment and furnishings and if remodeling was included and Mr. Glazer said it was not and the reason being to protect the integrity of the trust. He added it was important to remember in this County, that the County would not make money or break even, that they would lose money. He said that smart decisions had been made and he would not often say 'spend the money' but this was the time to spend the money.

Commissioner Hinson stated he wished the money could be spent on economics or transportation and he would like to make a motion and asked if Commissioner Taylor had anything to say.

Commissioner Taylor spoke and agreed with Commissioner Morgan and Commissioner Holt and said if they approved the money to come out of the reserves, it would save the lawyer fees and the County having to go to Court. She said it was also her opinion that it did not make sense to approve the deal if the County would not be able to recoup the costs. She added she was of the mindset to take money out of reserve, identify the funding source and move forward.

Mr. Glazer asked to be able to clarify one point and wanted to make sure everyone understood the \$170,000 included the equipment and was an estimate and the actual construction estimate was only \$155,000. He also wanted to make clear that this item would have to come back, that this was a non-binding letter right now. He also encouraged the Board if there was another way to do this, to please do so.

Commissioner Holt stated in looking at the funds the Board had available, they needed to look at what was there and what would need to be done so when the budget came up, they would know what they would need to have. She suggested they bring a letter to the next meeting with the correct numbers.

Mr. McMillan pointed out the construction would be County construction and the County would need to be the one to come up with the numbers.

Commissioner Hinson stated he had an opportunity to walk through the building and a lot of work needed to be done.

UPON MOTION BY COMMISSIONER HINSON AND SECOND BY CHAIR CROLEY TO APPROVE THE LETTER OF INTENT AS ORIGINALLY RECOMMENDED, THERE WAS DISCUSSION BEFORE THE VOTE WAS TAKEN.

Commissioner Morgan stated they would not need a letter of intent if they Board was not going into the principles of the trust and thought they were getting 'the cart before the horse'.

THE BOARD VOTED 3-2 BY VOICE VOTE. COMMISSIONERS MORGAN, TAYLOR AND HOLT OPPOSED. MOTION FAILED.

Commissioner Taylor asked to try to move this forward.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON TO APPROVE THE ITEM AND LOOK FOR FUNDING SOURCE FROM GENERAL REVENUE, PARTICIPATION FROM CRMC TO RECOUP THE COSTS UP TO \$170,000 AND NOT INCLUDE FURNITURE, THERE WAS DISCUSSION BEFORE THE VOTE WAS TAKEN.

Clerk Thomas stated they were hoping this was to be a beginning process for other expansion projects and explained that under the contract the hospital could do the build-out but when they left, the County would have to reimburse them for the build-out that they did.

Commissioner Taylor said the county was meeting what the hospital was asking for, just using a different funding source.

Commissioner Hinson asked Clerk Thomas if they approved this item tonight, would the hospital still have to come back before the Board for approval and Clerk Thomas said yes.

Clerk Thomas said trying to recoup all the money would go against what the Board was trying to accomplish, that this was space already leased for \$1.00 dollar a year and now the Board wanted to recoup all their money back.

Commissioner Taylor said they were making the initial offer and she did not want this to be a deal-breaker and she wanted to move forward because specialists were needed in the hospital.

Commissioner Morgan said it was critically important to provide the best possible services to the citizens and added that \$175,000 was drop in the bucket if it would provide services for the citizens. He said for them to take the next step and see if worked and that it was his opinion this was a working partnership.

Brian Cook, CEO, CRMC, appeared before the board to address questions the Board had.

Commissioner Taylor withdrew her motion and Commissioner Hinson withdrew his second.

Commissioner Morgan asked that the item be brought back under general business with different options and there was no need to vote on anything tonight.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON TO BRING THIS ITEM BACK WITH DIFFERENT OPTIONS, THE BOARD VOTED 5-0 BY VOICE VOTE TO TABLE THIS ITEM.

Commissioners Morgan and Holt stepped out at this juncture of the meeting.

10. Roadway Assessment Program – Quail Roost Road and Ames Barineau Road

Sandi Melgarejo, Government Services Group, Inc. appeared before the Board and stated in December the Board hired GSC to investigate recovering costs with regard to Special Assessments for the paving of the roads. She added they had developed a methodology to apportion the roadway improvement costs to the benefitted property owners that could be collected.

Commissioners Morgan and Holt returned at this juncture of the meeting.

Quail Roost Road

Ms. Melgarejo first addressed Quail Roost and said the County only paved the first portion of the road and the developer or property owners paid for the paving of the back of the road because of zoning changes. She explained when they originally started looking at this, the costs were \$57,342 and the County agreed to pay 1/3 of the amount. After the construction was completed, the costs became more than what was anticipated, but the County agreed to only recover the original \$38,228. She explained different options that could be offered to the property owners.

Commissioner Morgan asked of the 13 parcels identified, how many parcels had a change in ownership since the onset of this matter. He expressed his opinion to let this matter go and said legal fees could cost more than what could potentially be collected.

Chair Croley asked what would happen in the future if they decided to waive the fees.

Mr. Presnell explained that in the future, if money was budgeted, they were petitioned and they retained the services of GSG, it would be done properly.

Clerk Thomas explained this was carried as a liability on the books.

Ames-Barineau Road

She explained Ames-Barineau was figured differently because there were different levels of service and she explained the break-down of the costs for this road and the different options.

Chair Croley stated he thought they were all clear on the issues and opened it up for discussion.

Commissioner Hinson asked questions.

Commissioner Holt stated the citizens agreed to pay their portion and the county paved the roads on a good-faith effort and this was taxpayers' money that was used and she said it was "caveat emptor" or "buyer beware". She went on to say it would be hard to tell others in the future who lived on unpaved roads that they had to pay when these property owners were not made to pay.

Commissioner Hinson said Commissioner Holt was 100% right and he was undecided on this issue.

Commissioner Holt said no deeds were recorded but this was signed off on in good faith.

Commissioner Morgan's opinion was not to proceed.

Commissioner Taylor said it was difficult to collect from the new owners that had no idea this money was owed. She said she was willing to go after the ones that agreed to pay at the time of

the paving.

Mrs. Minnis reiterated what Ms. Melgarejo had previously stated that every property owner who would benefit from the paved road would have to be assessed in an equitable way.

Chair Croley stated trying to go forward under these circumstances would cause a quagmire.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN TO APPROVE OPTION TWO AND WRITE THE AMOUNT OWED OFF THE BOOKS, THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE. COMMISSIONER HOLT OPPOSED.

11. Approval of Capital Region Transportation Planning Agency (CRTPA) Interlocal Agreement

Mr. Presnell introduced the above item.

Harry Reed, III, Executive Director, CRTPA, 408 North Adams Street, Tallahassee, FL appeared before the Board and stated he had a commitment from CRTPA board to not let the by-pass die.

Chair Croley asked him to give Commissioner Taylor and Commissioner Hinson updates on Highbridge Road.

Commissioner Taylor stated Highbridge was more known for fatalities because of being extremely narrow with a lot of bends and curves among other issues with the road.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN TO APPROVE THE INTER-LOCAL AGREEMENT, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

Commissioner Morgan stepped out at this juncture of the meeting.

12. Transportation Agreement between the Gadsden County Board of County Commissioners, City of Quincy and Big Bend Transit, Inc. to Provide the Quincy Shuttle Bus Service

Mr. Presnell introduced the next item and said this was a transportation agreement between the County, the City and Big Bend Transit to provide services for the Quincy Shuttle.

Commissioner Morgan returned at this juncture.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT TO APPROVE THE AGREEMENT, THE BOARD VOTED 3-2 BY VOICE VOTE TO APPROVE. CHAIR CROLEY AND COMMISSIONER MORGAN OPPOSED.

13. Request Approval to Resurface the Gadsden County Tax Collector/Property Appraiser Parking Lot

Mr. Presnell introduced the above item and stated there was \$12,000 remaining from the loan used to renovate the building and he had identified another \$4,000 to add to that to use to repave the parking lot.

UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN TO APPROVE THE REQUEST, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

14. Request Approval to Fund a 2013 Summer Youth Employment Program

Mr. Presnell introduced the above item and stated it was to request approval to fund the 2013 Summer Youth Employment Program.

Commissioner Taylor said this was an opportunity to put 50 kids to work, learn a trade and get them off the street and she asked that this be increased to 100 kids.

Chair Croley asked if the amount of the children doubled, where the money would come from.

Mr. Presnell explained the money would come from contingency and Medicaid fund.

Commissioner Taylor asked the age group and was told between the ages of 14-18.

Commissioner Holt stated her concern was the selection of the children but that she had no problem with the number of kids.

Mr. Presnell stated he was comfortable with 50 kids.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON TO APPROVE THE FUNDING OF THE SUMMER PROGRAM FOR 50 CHILDREN, BEFORE THE VOTE WAS TAKED COMMISSIONER MORGAN HAD A QUESTION.

Commissioner Morgan asked how many employees could be provided with a 3% raise with \$57,000 and Mr. Presnell answered approximately 50.

THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE. COMMISSIONER MORGAN OPPOSED.

Mr. Presnell asked if it was Board direction was for him to administer the program and the Chair responded yes.

15. Redistricting Discussion

Mr. Presnell introduced the above item and stated they were running out of time if there were to be changes made.

Mrs. Minnis explained it was the recommendation to approve option 1 to have an expert, Mr. Spitzer, "crunch the numbers".

Commissioner Holt stated they were closer than they have been and didn't see the need for re-districting.

Commissioner Hinson asked who Mr. Spitzer was and Mrs. Minnis explained he was an individual that was found through recommendations of the Florida Association Counties.

Commissioner Morgan said it was important to remember that the right thing to do was to make sure the citizens were fairly represented.

Commissioner Hinson stated he did not want to be in a rush to make decisions of this magnitude.

Commissioner Morgan stated it was time to do it, nothing would be accomplished by waiting.

Commissioner Taylor stated the laws clearly state this needed to be entertained. She asked to enter into the record a Population of Gadsden County, Florida census report that she provided. She asked that Mrs. Knight's appearance and discussion from some months ago be also made a part of the record.

Mrs. Minnis said that the total overall for the entire county might be 2% but when the Court looked as redistricting, they looked at the number of districts and the population in the districts and further explained there was a statutory provision that specifically did apply to counties and required them to redistrict every so often. She put on for the record again that this was the Board's vote.

Commissioner Morgan stated it was his opinion that the Board had clear direction from their attorney on how to proceed and it was a disservice to the County not to gather the proper information and make a decision.

Commissioner Holt said she had not seen data to support the redistricting.

Commissioner Croley stated it wasn't what the Florida Statutes said, but was what the Florida Constitution said and it stated that "You will redistrict after that census and they will be equal and as near as practical in population in each of these County Commission districts" and added that hiring an outside expert to run the maps to comply with the figures as recommended by the County Attorney was the right thing to do.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT TO APPROVE OPTION TWO TO REJECT REDISTRICTING, THE BOARD VOTED 3-2 BY VOICE VOTE TO APPROVE OPTION 2. CHAIR CROLEY AND COMMISSIONER MORGAN OPPOSED.

16. Approval and Selection of 2013 Transportation Grants Projects

Mr. Presnell introduced the above item and stated this was to pick some grant projects.

Justin Ford, Preble-Rish, Inc. appeared before the Board and stated they had opportunities in front of them and asked the Board for direction as to what projects to pursue applications for.

Commissioner Morgan stepped out at this juncture.

He asked the Board to select the four roads to submit.

Commissioner Taylor stated that something desperately needed to be done with Highbridge Road.

Commissioner Morgan returned at this juncture of the meeting.

Mr. Presnell stated he would rather go for roads that the grant was obtainable for.

Chair Croley asked Mr. Ford to list the four roads he thought the grants would be obtainable for.

Mr. Ford responded Sadberry Road, The Florida Line/ Jep Martin Road project and Juniper Creek

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were easy sales but the 4th road was up in the air.

Chair Croley asked about Bettstown Road and said in looking at the paving condition only, that road was the worst on the list and Mr. Ford agreed.

Chair Croley asked Mr. Ford if he would entertain the 5 roads listed above and see how they scored out and then for the Administrator to see which 4 roads funding could be obtained for.

UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT TO ALLOW THE ADMINISTRATOR TO FIND THE BEST 4 ROADS AND GIVE THE CHAIR AUTHORITY TO EXECUTE, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE.

COUNTY ADMINISTRATOR

17. Updates on Board Requests

Mr. Presnell informed the board the debit/credit card machine had been installed and was up and running and the usage was approximately 25%.

Budget workshop date has been scheduled for May 23rd and he stated he was looking at May 18th and May 21st for workshop and retreat dates.

COUNTY ATTORNEY

18. Update on Various Legal Issues

The County Attorney had nothing to report.

DISCUSSION ITEMS BY COMMISSIONERS

19.

Commissioner Taylor, District 5

Commissioner Taylor had nothing to report.

Commissioner Holt, District 4

CRMC

Commissioner Holt stated that concerning CRMC, they should have met and had a workshop because others knew about the issues concerning the hospital but the Board did not know ahead of time and it did not look good for the public.

Summer Employment Program

She added that she would like to make sure that the Administrator would try to obtain more funding to be able to employ 75 kids.

Commissioner Morgan, District 3

Commissioner Morgan had nothing to report.

Commissioner Hinson, Vice Chairman, District 1

Commissioner Hinson wanted to thank everyone and stated he thought they were moving in the right direction.

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Commissioner Croley, Chairman, District 2

Chair Croley had nothing to report.

RECEIPT AND FILE

20.

- a. **For the Record: FY 2012-2013 Contract between the Gadsden County Board of County Commissioners and the Department of Health for Operation of the Gadsden County Health Department**

- b. **For the Record: Letter from East Gadsden High School Regarding Appreciation for the Donation of Hospital Equipment**

May Meeting(s)

- May 7, Regular Meeting, 6:00 p.m.
- May 21, 2013, Regular Meeting, 6:00 p.m.

MOTION TO ADJOURN

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 9:20 P.M.

GADSDEN COUNTY, FLORIDA

**DOUGLAS M. CROLEY, CHAIR
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

**MARCELLA BLOCKER, Deputy Clerk for
NICHOLAS THOMAS, CLERK OF COURT
GADSDEN COUNTY, FLORIDA**

Nicholas Thomas

Gadsden County, Florida

Clerk of the Circuit Court



Clerk of the County Court

Clerk to the Board of County Commissioners
County Recorder
County Auditor

MEMORANDUM

TO: Board of County Commissioners
FROM: Nicholas Thomas, Clerk
SUBJECT: Ratification of Approval to Pay County Bills
DATE: May 8, 2013

Please ratify your approval for the payment of county bills as reflected in the warrant vouchers listed below:

Accounts Payables Dated: May 10 and 17, 2013

Payroll: May 16, 2013

Payroll Deductions: May 16, 2013

Board of County Commissioners Agenda Request

Date of Meeting: May 21, 2013

Date Submitted: May 2, 2013

To: Honorable Chairman and Members of the Board

From: Douglas Croley, Chairman, Eric Hinson, Vice-Chairman, Gene Morgan, Commissioner, Brenda Holt, Commissioner and Sherrie Taylor, Commissioner

Subject: Approval of Commissioner Croley, Commissioner Hinson, Commissioner Morgan, Commissioner Holt and Commissioner Taylor's Travel to the Florida Association of Counties' 2013 Annual Conference

Statement of Issue:

Per the Gadsden County BOCC travel policy, Commissioners are required to request Board approval for travel. This agenda item seeks approval for Commissioner Croley, Commissioner Hinson, Commissioner Morgan, Commissioner Holt and Commissioner Taylor's travel to Marriott Tampa Waterside, Hillsborough County leaving on June 25, 2013 and returning on June 28, 2013 for the Florida Association of Counties' 2013 Annual Conference.

Background:

This conference will focus on putting Florida to work and keeping Florida local.

Analysis:

n/a

Fiscal Impact:

Cost of for Commissioner Croley, Commissioner Hinson, Commissioner Morgan, Commissioner Holt and Commissioner Taylor's travel is approximately \$6,000.00.

Options:

1. Approve Commissioner Croley, Commissioner Hinson, Commissioner Morgan, Commissioner Holt and Commissioner Taylor's travel to the Florida Association of Counties' 2013 Annual Conference.
2. Provide other direction.

County Administrator's Recommendation:

Option 1.



FAC 2013 Annual Conference & Educational Exposition

Marriott Tampa Waterside (Hillsborough County)
June 25 – 28, 2013

Preliminary Agenda

TUESDAY, JUNE 25

1:00 pm. – 6:00 p.m.	Pre-Conference Workshop
1:00 p.m. – 6:30 p.m.	Exhibitor Registration & Move-In
3:00 p.m. – 6:30 p.m.	Attendee Registration
5:00 p.m. – 6:30 p.m.	Executive Committee Meeting
7:00 p.m. – 9:00 p.m.	FAC Bowling Event

WEDNESDAY, JUNE 26

7:45 a.m. – 9:00 a.m.	Continental Breakfast
7:45 a.m. – 5:00 p.m.	Registration Desk & Exhibit Hall Open
8:15 a.m. – 9:45 a.m.	Workshop
8:30 a.m. – 9:30 a.m.	FCF Board of Directors Meeting
9:00 a.m. – 12:00 p.m.	County Attorneys (FACA) Board of Directors Meeting
10:00 a.m. – 12:00 p.m.	FAC Board of Directors Meeting
10:00 a.m. – 11:30 a.m.	Workshop
12:00 p.m. – 1:30 p.m.	Awards Luncheon & CCC/ACC Graduation
12:30 p.m. – 5:00 p.m.	County Attorneys (FACA) CLE Program
2:00 p.m. – 3:30 p.m.	Opening Session
3:45 p.m. – 5:00 p.m.	Enterprise Committee
4:00 p.m. – 5:30 p.m.	Workshop
5:30 p.m. – 7:00 p.m.	Welcome Cocktail Party in Exhibit Hall

THURSDAY, JUNE 27

8:00 a.m. – 9:00 a.m.	Continental Breakfast
8:00 a.m. – 4:00 p.m.	Registration Desk Open
8:00 a.m. – 11:00 a.m.	Exhibit Hall Open
8:00 a.m. – 5:00 p.m.	County Attorneys (FACA) CLE Program
8:15 a.m. – 9:45 a.m.	Workshop
10:00 a.m. – 11:45 a.m.	Workshop
12:00 p.m. – 1:30 p.m.	FAC Installation Luncheon
2:00 p.m. – 3:30 p.m.	Workshop
2:00 p.m. – 3:30 p.m.	Workshop
2:00 p.m. – 4:00 p.m.	ACC Alumni Program
4:00 p.m. – 5:30 p.m.	FAC Annual Business Meeting
5:30 p.m. – 7:00 p.m.	President's Reception

FRIDAY, JUNE 28

8:00 a.m. – 10:00 a.m.	Closing Session Breakfast
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Board of County Commissioners Agenda Request

Date of Meeting: May 21, 2013

Date Submitted: May 6, 2013

To: Honorable Chairman and Members of the Board

From: Morris Young, Sheriff
Robert Presnell, County Manager

Subject: Signature of Chairman on Equitable Sharing Agreement and Certification

Statement of issue:

This item seeks Board approval of Chairman's signature on Equitable Sharing Agreement and Certification Report

Background:

Any federal, state or local law enforcement agency, that directly participates in an investigation or prosecution that results in a federal forfeiture by a federal agency may request an equitable share of the net proceeds of the forfeiture. Most sharing is the result of joint investigations. Joint investigations are those in which the Department of the Treasury and the Department of Justice investigative agencies work with other federal, state or local law enforcement agencies to enforce criminal laws.

Analysis:

Any local law enforcement agency that received forfeited property or cash as a result of a federal forfeiture shall submit to the Executive Office for Asset Forfeiture, Department of the Treasury, Washington, D.C., the following requirements; a Federal Equitable Sharing Agreement, an Annual Certification Report, and an annual audit, if appropriate.

Fiscal Impact:

None

Options:

1. Chairman's signature on Annual Equitable Sharing Agreement and Certification Report
2. Provide other direction

County Manager's Recommendation

Option 1

Attachment:

Annual Equitable Sharing Agreement Report



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

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

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

Agency Name: Gadsden County Sheriff's Office

NCIC/ORI/Tracking Number: FL02000000

Mailing Address: 339 East Jefferson Street

City: Quincy State: FL Zip: 32351

Finance Contact: First: Katherine Last: Pondexter

Phone: 850-627-5344 E-mail: pondexterk@tds.net

Preparer: First: Katherine Last: Pondexter

Same as Finance Contact Phone: 850-627-5344 E-mail: pondexterk@tds.net

Independent Public Accountant: E-mail: Ryan@purvisgray.com

Last FY End Date: 09/30/2012 Agency Current FY Budget: \$6,814,673.00

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

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received	\$83,117.15	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing <input type="radio"/>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$83,117.15	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$83,117.15	\$0.00

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

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

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

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

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

Table C: Equitable Sharing Funds Transferred to Other Agencies

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

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

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

Table I: Civil Rights Cases

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

Paperwork Reduction Act Notice

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

Equitable Sharing Agreement

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

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

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

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

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

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

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

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

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

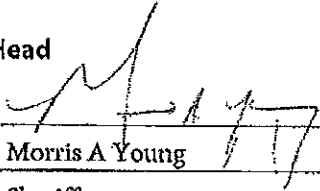
Affidavit - Existing Participant

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

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

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

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

<p>Agency Head</p> <p>Signature: <u></u></p> <p>Name: <u>Morris A Young</u></p> <p>Title: <u>Sheriff</u></p> <p>Date: <u>3/26/13</u></p> <p>E-mail: <u>gadsdenone@tds.net</u></p>	<p>Governing Body Head</p> <p>Signature: _____</p> <p>Name: <u>Doug Croley</u></p> <p>Title: <u>Chairman</u></p> <p>Date: _____</p> <p>E-mail: <u>dcroley@gadscounttyfl.gov</u></p>
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Subscribe to Equitable Sharing Wire:

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

Final Instructions:

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

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY	
Entered by _____	
Entered on _____	
<input type="radio"/> FY End: 09/30/2012	Date Printed: March 26, 2013 09:01
<input checked="" type="radio"/> NCIC: FL0200000	Agency: Gadsden County Sheriff's Office
<input type="radio"/> State: FL	Phone: 850-627-5344
Finance Contact: Katherine Pondexter	E-mail: pondexterk@tds.net

7-6

DATE: 02/27/2012

EQUITABLE SHARING MEMORANDUM
CASH & SALE PROCEEDS
DISTRICT: Northern District of Florida

Investigative Agency Case Number : 1840339-PMN
Seizure Number : 664-10-002
Asset Identification : 10-USP-001208
Property Description : \$249,706.00 in U.S. Currency
Agency to Receive Property : Gadsden County Sheriff's Office
Agency NCIC/ORI Code : FL0200000
Compliance Expiration Date : 11/30/2012
Other Agency Case Number :
DAG-72 Decision Date : 01/31/2012 Entry Date: 01/31/2012 By: krystle.mansolino

Total Income \$249,706.00

USMS Expenses \$0.00
USMS Lien Expenses \$0.00
AFMLS/USA Expenses \$0.00
Investigative Agency Expenses \$104.94
International Sharing (Pre-Approved) \$0.00

SUBTOTAL \$104.94

Amount Available for Equitable Sharing \$249,601.06
Percent to be Shared 33.3000%

Amount to be Disbursed \$83,117.15

Certifying Officer - District

Date

Check: 0262782389 Amount: \$83,117.15 Date: 2/22/12

Check Delivered To: Morris A. Young
M A Y 3/5/12



ACCOUNTING SERVICE CENTER, 2825 LONE PARKWAY, EAGAN MN 55121-9040
TELEPHONE NUMBER: (866) 974-2733

Page 1 of 1

Remittance Advice

02-23-2012

GADSDEN COUNTY
SHERIFFS OFC
ATTN GA/THERESA HEISMANN-USPIS
PO BOX 620124
ORLANDO FL 32862-0124

Vendor ID: 0007362840001
Check Number: 0262782389
Check Amount: \$***83117.15
Check Date: 02-23-2012

The accompanying check is for payment under the contract number(s), invoice(s), claim(s) or travel voucher(s)/advance(s) listed below. Questions concerning payments issued against a contract number should be directed to the Contracting Officer who is responsible for administering the contract.

Contract Number	Travel Dates/ Invoice/Claim Number	Invoice Date	Gross Amount/ PPA Days Past Due	Inv Paid Amt/ PPA Int Rate	Discount Amt/ PPA Int Amt.	Advance Appl'd/ Tax Withheld/ PPA Palty Amt	Net Amount
NOTE	664-10-002-001 SEIZURE R664-10-002	02/19/12	83,117.15	83,117.15	0.00	0.00	83,117.15

84 FROM CTR-4, AFS, 15, 27X CHECK 12 X

Separate Along The Perforation

UNITED STATES POSTAL SERVICE

EAGAN MN 55121-9040

DATE: 02-23-2012

0083-09 CHECK NO. 0262782389

Eighty-Three Thousand One Hundred Seventeen and 15/100 Dollars

0262782389

GADSDEN COUNTY
SHERIFFS OFC
ATTN GA/THERESA HEISMANN-USPIS
PO BOX 620124
ORLANDO, FL 32862-0124

VOID AFTER ONE YEAR

⑈0262782389⑈ ⑆021309379⑆ 6301500835509⑈

Katherine Pondexter

From: Connie McLendon [connlem@gadsdenclerk.com]
Sent: Monday, April 22, 2013 3:20 PM
To: pondexterk@tds.net
Subject: RE: Equitable Sharing Expenditures and certification

No funds expended in 2012

Balance as of today is \$25,293.23 which includes \$11,358.72 in encumbrances.

From: Katherine Pondexter [mailto:pondexterk@tds.net]
Sent: Monday, April 22, 2013 3:16 PM
To: 'Connie McLendon'
Subject: Equitable Sharing Expenditures and certification
Importance: High

Connie,

What's the balance in the equitable sharing fund? Also were there any expenditures from this fund for the fiscal period 10/1/11 to 9/30/12?

Board of County Commissioners Agenda Request

Date of Meeting: May 21, 2013

Date Submitted: May 8, 2013

To: Honorable Chairman and Members of the Board

From: Robert Presnell, County Administrator
Jeff Price, Senior Management & Budget Analyst
Connie McLendon, Finance Director

Subject: Public Hearing -- Approval of Budget Amendment and Resolution for Hospital Office Space Construction

Statement of Issue:

This agenda item seeks approval of Resolution 2013-009 and authorization for the County Administrator and the Finance Director in the Clerk's Office to complete and execute budget amendment # 130034.

Background:

Florida Statute 129.01 (2) (b) requires that the County's budget be balanced. The attached budget amendment is to allocate \$155,000 from the General fund balance to the Hospital Maintenance Department.

Analysis:

The attached Budget Amendments relates to the construction of office space at the hospital.

Fiscal Impact:

The budget amendment is reallocating funds from the general fund balance by decreasing the fund balance by \$155,000.

Options:

1. Approve the Resolution and Budget Amendments attached and authorize the County Administrator, Finance Director, and Sr. Management & Budget Analyst to complete and execute the budget amendment # 130034.
2. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

Resolution 2013-009

Budget amendment # 130034

RESOLUTION NO. 2013 – 009

WHEREAS, the Board of County Commissioners of Gadsden County, Florida, approved the Fiscal Year 2012-2013 Budget; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Gadsden County, Florida, hereby amends the budget as reflected on the Budget Amendment # 130034 by allocating \$155,000 to the Hospital Maintenance department for office space construction.

Adopted this 21st day of May, 2013.

Board of County Commissioners
Gadsden County, Florida

Chairman

Attest: Nicholas Thomas, Clerk

By: _____

Gadsden County BOCC Budget Amendment Form

Date: 5/21/2013
 Fiscal Year: FY2013
 Fund: General 001
 Agenda Item: To use reserves for the hospital office space construction

Intra-departmental
 BOCC Motion
 BOCC Resolution
 BOCC Public Hearing

Revenue						
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
001		389-9001	Balance Forward	0	155,000.00	155,000.00
#1	Subtotal			0	155,000.00	155,000.00

Expenditure							
Dept.	Division	Div. #	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
001	Hosp. Main.	0050	56300	Improvements other than Buildings	0	155,000.00	155,000.00
#2	Subtotal			0	155,000.00	155,000.00	

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2) 0

Notes
 To appropriate funds from General fund balance to pay for the hospital office space construction

Approved By:
 Budget Director _____
 County Manager _____

Posting
 Finance Director _____
 Date _____

Board of County Commissioners Agenda Request

Date of Meeting: May 21, 2013

Date Submitted: May 8, 2013

To: Honorable Chairman and Members of the Board

From: Robert Presnell, County Administrator
Clyde Collins, Building Official

Subject: Development of Physician Office Space in the Hospital

Statement of Issue:

This agenda item seeks approval to develop physician office space in Capital Regional Medical Center-Gadsden Memorial Campus (“CRMC”) and to designate CRMC as the Construction Manager of the project.

Background and Analysis:

There have been several discussions between CRMC, representatives of the County and GHI about the possibility of building out approximately one thousand two hundred (1200) square feet of the existing Hospital on the northwest side of the building for the construction of a physician office. The office would be used on a time-share basis by primary care and specialist physicians provided by CRMC. CRMC proposes that a separate entrance to the building be created on the west (front) side of the building. CRMC has estimated the total cost for construction, furniture and equipment, and related expenses at one hundred fifty five thousand dollars (\$155,000.00). The proposed space is currently included in the Lease to CRMC. However, this space is currently unfinished (shell) space in the building.

CRMC would be designated as the Construction Manager for the project and actually oversee construction of the physician office space. The County will establish a construction account and pay for the renovations upon approval by the County’s Building Official of submitted pay requests.

CRMC will purchase and maintain the furniture, equipment and supplies for the physician office spaces.

Throughout the Initial Term of the Lease and for any Renewal Terms of the Lease, CRMC will use its best efforts to have primary care and/or specialist physicians (or physician extenders) physically present and providing services in the offices to be created in the Hospital.

CRMC will pay the County rent for this space in the amount of \$1,000 per month.

The physicians that use this space will treat Medicaid patients.

At the May 7, 2013 Commission Meeting, the Board requested staff to bring an item specifically detailing the information of the proposed build out.

The details of the cost of the proposed build out of the physician office space are as follows:

Construction - \$126,315.00
Furniture and Equipment \$24,215.85 (CRMC's responsibility per lease terms)
Architectural Fees \$6,015.00
ACHA Review \$10,000.00
Contingency \$12,631.50
Total Cost \$179,177.35
Total Cost to the County \$154,961.50

Staff has processed a budget amendment to allocate the funds from the General Fund Reserve Fund Balance to cover the construction cost. Those funds are not to exceed \$155,000.00.

Fiscal Impact:

The County would be obligated to pay for the construction costs for the office space as noted above in the amount of \$154,961.50.

Options:

1. Approve the development of physician office space at CRMS Gadsden Campus and designate CRMC as the Construction Manager of the hospital build out project. Authorize the Chairperson to execute any contracts related to this project.
2. Board direction.

County Administrator's Recommendation:

1. Option 1

Board of County Commissioners Agenda Request

Date of Meeting: May 21, 2013

Date Submitted: May 8, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Arthur Lawson, Sr., Assistant County Administrator

Subject: Request Approval to Fund an Additional 25 Slots for the 2013 Summer Youth Employment Program

Statement of Issue:

This agenda item is presented to the Board to request approval for funding an additional 25 slots for the summer youth employment program for the summer of 2013.

Background:

The Board of County Commissioners approved funding for 50 youth to participate in a summer youth employment program at its April 16, 2013 meeting. The program was advertised and closed on May 3rd. The program is scheduled to run for a period of six weeks from June 17th through July 26, 2013. Staff received over 250 applications from youth between the ages of 14 and 18.

Analysis:

The Board requested that staff bring back an agenda item to consider funding an extra 25 summer youth jobs in addition to the initial 50 that were previously approved. If approved, the cost for the additional slots will be approximately \$26,000. Staff would request that the Board approve the additional funds from the Medicaid account in order to fund the program.

Secondly, due to critical deadlines, the application submission window began Wednesday, April 17th and ended Friday, May 3rd. There were 251 applications received which were reviewed the week of May 6th to obtain those who met the minimum criteria. Applicants were slated to be selected and notified the week of May 20th by mail that they were or were not selected. Orientation for worksite liaisons will take place Wednesday, May 22nd. Student Orientation takes place June 10th and 11th. Students begin working June 17th.

Due to the fact that the next board meeting is not until May 21, 2013, staff would not have adequate time to advertise and screen additional applications for the program and stay within the timeframe required to assure proper program implementation. Therefore, staff requests that if additional slots are approved, we are allowed to make the additional selections from applications already received. This action would assure an efficient administration of the proposed program.

Fiscal Impact:

The fiscal impact would be \$26,000.

Options:

1. Approve additional funding for 25 additional Summer Youth Employment Jobs and accept Staff's recommendation.
2. Do not approve funding for the Summer Youth Employment Program.
3. Board Direction.

County Administrator's Recommendation:

Option 3:

Board of County Commissioners Agenda Request

Date of Meeting: May 21, 2013

Date Submitted: May 8, 2013

To: Honorable Chairman and Members of the Board

From: Robert Presnell, County Administrator
Jeff A. Price, Sr. Management & Budget Analyst

Subject: Approval to Refinance 2003B Revenue Bonds (Infrastructure) and
Impose the 1 cent Local Option Fuel Tax and Ninth Cent Motor
Fuel Tax

Statement of Issue:

This agenda item provides the Board of County Commissioners (Board) with information of the 1 cent Local Option Fuel Tax, the Ninth Cent motor fuel tax, and the refinancing of 2003B Revenue Bonds (Infrastructure) as directed at the Revenue Workshop on February 19, 2013. This item also seeks Board's approval to begin the process to refinance the 2003B Revenue Bonds and to begin the process to impose the 1 cent Local Option Fuel Tax and the Ninth Cent motor fuel tax.

Background:

In December 2012 the County Administrator directed the Budget Office to develop an overview of the major revenue sources to determine if there are some potential funding sources to pay towards the Public Works road recommendations. The Finance Department and the Clerk have reviewed the attached schedules.

At the Revenue Workshop on February 19, 2013, staff was directed to bring back information of just the 1 cent Local Option Fuel Tax and Ninth Cent motor fuel tax and the refinancing of 2003B Revenue Bonds (Infrastructure).

Attached is a recap of the various gas taxes Gadsden has received between 2006 and 2012. It shows a nearly 30% decline or \$1.5 million in seven years.

Analysis:

The first attached page shows the maximum tax rate, Gadsden County current tax rate, the tax rate unrealized, the potential revenue from imposing the 1 cent Local Option Fuel Tax and Ninth Cent motor fuel tax, the estimated amounts shared with the cities and the County's share.

Currently the debt service for this loan is over \$800,000 and is being paid with pledged revenues from the County / Constitutional Fuel Tax. By refinancing the annual payment will go down to approx. \$750,000.

The 1 cent Local Option Fuel Tax estimated revenue is \$170,000 and the Ninth Cent Fuel Tax on motor fuel estimated revenue is \$240,000 - together over \$400,000 can be pledged to repay the loan. Therefore, over \$400,000 of Constitutional Fuel Tax would be freed up for other Public Works projects.

Also attached are the estimated worksheets for the refinancing of the 2003B Revenue Bonds (Infrastructure).

Fiscal Impact:

These two tax options require limited workload since the Florida Department of Revenue has already established the procedures for these taxes.

1) 1 cent Local Option Fuel Tax

- Imposed on motor fuel only (does not include diesel fuel).
- Levied by an ordinance adopted by a majority plus one of the Board.
- Ordinance must be processed with the State before October 1, 2013 to be effective January 1, 2014.
- Interlocal agreements should be in place prior to the tax levy.
- State 2012 estimated revenue is \$170,000.

2) Ninth-Cent Fuel Tax

- Imposed on motor fuel only (Gadsden already collects on diesel fuel).

- Levied by an ordinance adopted by an extraordinary vote of the Board.
- Ordinance must be processed with the State before October 1, 2013 to be effective January 1, 2014.
- State 2012 estimated revenue is \$240,000.

3) Refinance the 2003B Revenue Bonds (Infrastructure)

- Decreases the interest rate from approx. 5.25% to approx. 1.50%
- Saves over \$300,000 in interest expense over the next 5 years
- Refinance with the Gollahon Financial Services, Inc.

Options:

- Option 1: Approval to begin the process to refinance the 2003B Revenue Bonds with Gollahon Financial Services, Inc. and to begin the process to impose the 1 cent Local Option Fuel Tax and the Ninth Cent motor fuel tax.
- Option 2: Approval to begin the process to refinance the 2003B Revenue Bonds with Gollahon Financial Services, Inc. and to begin the process to impose the Ninth Cent motor fuel tax.
- Option 3: Approval to begin the process to refinance the 2003B Revenue Bonds with Gollahon Financial Services, Inc. and to begin the process to impose the 1 cent Local Option Fuel Tax.
- Option 4: Approval to begin the process to refinance the 2003B Revenue Bonds with Gollahon Financial Services, Inc.
- Option 5: Board direction

County Administrator's Recommendation:

Option # 5

Attachments:

1. 1 cent Local Option Fuel Tax and Ninth Cent Motor Fuel Tax Overview
2. 7 year history of various gas taxes Gadsden County has received.
3. 1 to 5 Cents Local Option Fuel Tax page of *2012 Local Government Financial Information Handbook*
4. Ninth-Cent Fuel Tax page of *2012 Local Government Financial Information Handbook*
5. 2003B Revenue Bonds (Infrastructure) Gollahon Financial Services, Inc. financial worksheets

Fund	Revenue Source	Maximum Tax Rates	Gadsden County Current tax rates	Gadsden County Unrealized tax rates	Potential	Share with Cities	Gadsden County Share
112	Local Option Gas Tax (motor & diesel fuel)	1 - 5 cent	0	1 - 5 cent	1,120,024		
Option	Impose Local Option Gas Tax 1 - 5 cents			1 cent	224,000	53,088	170,912
				2 cents	448,000	106,176	341,824
				3 cents	672,000	159,264	512,736
				4 cents	896,000	212,352	683,648
	(based on State of Florida 2012 estimates)			5 cents	1,120,024	265,446	854,578
112	County ninth cent motor fuel tax	1 cent	0				
Option	Impose County ninth cent on motor fuel			1 cent	239,679	-	239,679
	(based on State of Florida 2012 estimates)						

GADSDEN COUNTY BOCC REVENUES

ACCOUNT TITLE	2006 ACTUAL	2007 ACTUAL	2008 ACTUAL	2009 ACTUAL	2010 ACTUAL	2011 ACTUAL	2012 ACTUAL
COUNTY TRANSPORTATION							
312-3000		95,043	70,668	59,361	51,200	54,683	46,321
312-3001	386,862	1,655,235	1,470,125	1,164,526	1,001,899	984,995	834,172
312-4101	1,359,780	1,709,982	1,435,357	1,432,207	1,407,177	1,337,572	1,268,598
335-4900	1,494,586	6,094	4,675	4,675	4,104	2,670	3,238
335-4902	6,514	569,890	548,486	516,813	489,550	474,437	459,807
335-4903	770,399	1,307,944	1,258,927	1,193,050	1,121,593	1,086,854	1,062,283
CONSTITUTIONAL FUEL TAX	1,168,740	1,307,944	1,258,927	1,193,050	1,121,593	1,086,854	1,062,283
TOTALS	5,186,881	5,344,188	4,788,238	4,370,632	4,075,523	3,941,211	3,674,419
						Reduction since 2006 % Reduction since 2006	(1,512,462) -29%

1 to 5 Cents Local Option Fuel Tax

Sections 206.41(1)(e) and 336.025, Florida Statutes

Summary:

County governments are authorized to levy a tax of 1 to 5 cents upon every net gallon of motor fuel sold within a county. Diesel fuel is not subject to this tax. This tax shall be levied by an ordinance adopted by a majority plus one vote of the membership of the governing body or voter approval in a countywide referendum. The tax proceeds may be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted local government comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments.

General Law Amendments:

Chapter 2012-174, L.O.F., (CS/CS/HB 599) revises the imposition and rate change date for the 1 to 5 cents fuel tax from July 1st of each year to October 1st. Additionally, the legislation incorporates the installation, operation, maintenance, and repair of street lighting, traffic signs, traffic engineering, signalization, and pavement markings as permitted uses of the tax proceeds. These changes became effective on July 1, 2012.

Authorization to Levy:

The tax on motor fuel may be levied by an ordinance adopted by a majority plus one vote of the county's governing body or upon approval by referendum. All impositions and rate changes of the tax shall be levied before October 1st, to be effective January 1st of the following year. However, levies of the tax which were in effect on July 1, 2002, and which expire on August 31st of any year may be reimposed at the current authorized rate to be effective September 1st of the year of expiration. A decision to rescind the tax may not take effect on any other date than December 31st and shall require a minimum of 60 days notice to the Department of Revenue (DOR) of such decision.

The county may, prior to the tax levy, establish by interlocal agreement with one or more of its respective municipalities representing a majority of the county's incorporated area population, a distribution formula for dividing the entire tax proceeds among the county government and all eligible municipalities. If no interlocal agreement is adopted before the tax's effective date, the revenues shall be distributed according to the transportation expenditures methodology described in detail in the section, Distribution of Proceeds, discussed below. If no interlocal agreement exists, a new agreement may be established prior to June 1st of any year. However, any interlocal agreement established after the initial tax levy or rate change shall under no circumstances materially or adversely affect the rights of holders of outstanding bonds, which are backed by these taxes, and the amounts distributed to each local government shall not be reduced below the amount necessary for the payment of principal and interest and reserves for principal and interest as required under the covenants of any bond resolution outstanding on the date of establishment of the new interlocal agreement.

Counties Eligible to Levy:

All counties are eligible to levy this tax. However, counties and municipalities must meet the same eligibility requirements as specified for the Local Government Half-cent Sales Tax Program and the County and Municipal Revenue Sharing Programs in order to receive proceeds from this tax. Any funds otherwise undistributed because of ineligibility shall be distributed to eligible governments within the county in same proportion as other local option fuel tax monies.

Distribution of Proceeds:

The tax proceeds shall be distributed by the DOR according to the distribution factors determined at the local level by interlocal agreement between the county and municipalities within the county's boundaries. If the interlocal agreement does not provide for automatic adjustments or periodic review of the distribution method by the local government entities, then the parties to the agreement shall review and hold public hearings on the terms of the agreement at least every two years. If no interlocal agreement is established, then the distribution shall be based on the transportation expenditures of each local government for the immediately preceding 5 fiscal years, as a proportion of the total of such expenditures for the county and all municipalities within the county. These proportions shall be recalculated every 10 years based on the transportation expenditures of the immediately preceding 5 years.

This recalculation shall under no circumstances materially or adversely affect the rights of holders of bonds outstanding on July 1, 1986, which are backed by the proceeds. The amounts distributed to the county government and each municipality shall not be reduced below the amount necessary for the payment of principal and interest and reserves for principal and interest as required under the covenants of any bond resolution outstanding on the date of the recalculation.

Authorized Uses of Proceeds:

The tax proceeds shall be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments. Expenditures for the construction of new roads, the reconstruction or resurfacing of existing paved roads, or the paving of existing graded roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted comprehensive plan. Routine maintenance of roads is not considered an authorized expenditure.

Local governments may use the services of the Division of Bond Finance of the State Board of Administration to issue any bonds through these provisions and may pledge the revenues from these local option fuel taxes to secure the payment of bonds. Counties and municipalities may join together for the issuance of these bonds.

Attorney General Opinions:

Florida's Attorney General has issued the following legal opinions relevant to this revenue source.

<u>Opinion #</u>	<u>Subject</u>
94-20	Local option gas tax revenues
94-67	Referendum vote creating the City of Port LaBelle
97-25	County local option fuel tax funding transit operations
2002-02	Local option fuel tax, used for bicycle paths
2010-29	Local option fuel tax, use for electricity and water

The full texts of these opinions are available via a searchable on-line database.¹ Local government officials seeking more clarification should review the opinions in their entirety. The statutory language pertaining to this revenue source has been amended since its authorization. The reader should keep the date of the opinion

1. <http://myfloridalegal.com/ago.nsf/Opinions>

in mind when reviewing its relevance to current law or any interpretations that have been articulated in Florida case law.

Ninth-Cent Fuel Tax

Sections 206.41(1)(d), 206.87(1)(b), and 336.021, Florida Statutes

Summary:

The Ninth-Cent Fuel Tax is a tax of 1 cent on every net gallon of motor and diesel fuel sold within a county. The tax may be authorized by an ordinance adopted by an extraordinary vote of the governing body or voter approval in a countywide referendum. The proceeds may be used to fund specified transportation expenditures.

General Law Amendments:

Chapter 2012-174, L.O.F., (CS/CS/HB 599) revises the imposition date for the ninth-cent fuel tax from July 1st of each year to October 1st. Additionally, the legislation incorporates the installation, operation, maintenance, and repair of street lighting, traffic signs, traffic engineering, signalization, and pavement markings as permitted uses of the tax proceeds. These changes became effective on July 1, 2012.

Authorization to Levy:

Pursuant to ss. 206.41(1)(d) and 206.87(1)(b), F.S., any county in the state may levy a 1 cent per gallon tax on motor and diesel fuels sold in the county by extraordinary vote of the membership of its governing body or voter approval in a countywide referendum. Since January 1, 1994, this tax has been imposed on diesel fuel in every county as the result of statewide equalization.

All impositions of the tax shall be levied before October 1st to be effective January 1st of the following year. However, levies of the tax which were in effect on July 1, 2002, and which expire on August 31st of any year may be reimposed at the current authorized rate to be effective September 1st of the year of expiration. A decision to rescind the tax shall not take effect on any other date than December 31st and shall require a minimum of 60 days notice to the Department of Revenue of such decision.

Counties Eligible to Levy:

All counties are eligible to levy this tax on motor fuel.

Distribution of Proceeds:

The county's governing body may provide by joint agreement with one or more of its respective municipalities for the authorized transportation purposes and the distribution of the tax proceeds within both the incorporated and unincorporated areas of the county. However, the county is not required to share the proceeds of the tax with municipalities. Even if the county does not levy the tax on motor fuel, it still receives proceeds from the levy on diesel fuel.

Authorized Uses of Proceeds:

County and municipal governments may use the tax proceeds for transportation expenditures as defined in s. 336.025(7), F.S. Transportation expenditures are defined to include those expenditures by the local government from local or state-shared revenue sources, excluding expenditures of bond proceeds, for the following programs.

1. Public transportation operations and maintenance.
2. Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.

3. Roadway and right-of-way drainage.
4. Street lighting installation, operation, maintenance, and repair.
5. Traffic signs, traffic engineering, signalization, and pavement markings installation, operation, maintenance, and repair.
6. Bridge maintenance and operation.
7. Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.

Counties are also authorized to expend the revenues received in conjunction with the state or federal government for joint transportation projects.

Attorney General Opinions:

Florida's Attorney General has issued the following legal opinions relevant to this revenue source.

<u>Opinion #</u>	<u>Subject</u>
79-98	Cattle gaps, construction and maintenance
81-30	Refund provisions of F.S. 206
82-54	Use of motor fuel tax for road construction, bond issue
83-25	Eligibility for refunds on motor fuel taxes
85-104	Use of excess funds from gas tax trust fund
86-39	Authority to use funds for sports complex
90-79	Local option fuel tax funding transportation disadvantaged

The full texts of these opinions are available via a searchable on-line database.¹ Local government officials seeking more clarification should review the opinions in their entirety. The statutory language pertaining to this revenue source has been amended since its authorization. The reader should keep the date of the opinion in mind when reviewing its relevance to current law or any interpretations that have been articulated in Florida case law.

1. <http://myfloridalegal.com/ago.nsf/Opinions>



Gollahon Financial Services, Inc.
4125 Bayshore Blvd. N.E.
St. Petersburg, FL 33703

April 4, 2013

Mr. Jeff Price
Office of Management and Budget
Gadsden County Administration
Edward J Butler Governmental Complex
9 East Jefferson Street
Quincy, Florida 32353

Dear Mr. Price:

Please find attached updated analyses relating to the refunding of the County's share of the Florida Municipal Loan Council Revenue Bonds, Series 2003B. The County could refund the Series 2003B Bonds with a bank loan having an estimated interest rate of 1.40%. Total estimated debt service savings would be \$385,298 which equates to annual savings of approximately \$71,000. Net present value (NPV) savings would be \$324,227 which equates to 8.32% of the remaining principal of the 2003B Bonds.

Also attached is a refunding analysis where the County could realize \$320,000 of the savings in the first 7 months of the new loan by only paying interest during this period. An additional \$53,500 would be saved over the balance of the loan.

The County's Bond Counsel has agreed to serve on this refunding for \$18,000 including preparation of the escrow deposit agreement and their expenses. I have reduced my Financial Advisor fee by \$3,000 from the base rate included in my agreement with the County. I would bid the loan to approximately 20 banks and follow up with numerous calls and emails to maximize the County's savings and provide the lowest available interest rate and debt service payments. In addition to a high level of service on this refunding, the County will have more flexibility on future gas tax loans if they secure this refunding loan directly from a bank with my assistance, rather than using a third party.

I have demonstrated that I can deliver substantial savings to Gadsden County with the \$1.9 million (\$100,000 over expectations) of savings realized from the recent hospital loan refunding. I am available to meet with you and other county officials at your convenience. Call me at 727-525-5383 or 727-687-4125 or email me with any questions, comments or requests.

Sincerely,
Gollahon Financial Services, Inc.

James Gollahon, MBA, CPA
Financial Advisor
jim@gollahonfinancial.com

JoLinda Herring, Bond Counsel, Bryant Miller Olive

**Gadsden County, Florida
Sources & Uses Report**

Refunding of 2003B Bonds with 2013 Bank Loan at 1.4% Estimated Rate

Sources of Funds:

Principal Amount of Current Interest Bonds (CIBs)	3,915,645.83
Contribution from 2003B Sinking Fund (7 months principal, 1 month interest)	371,029.17
Total SOURCES of Funds	\$4,286,675.00

Uses of Funds:

Cash Escrow to Call Series 2010B Bonds on December 1, 2013	4,248,675.00
Issuance Expenses: Bond Counsel	18,000.00
Financial Advisor	15,000.00
Bank Fees and Counsel	4,000.00
Contingency	1,000.00
Total USES of Funds	\$4,286,675.00

Miscellaneous Bond Issuance Information:

Delivery Date:	07/01/2013
Principal Amount of Bonds Being Refunded	4,140,000.00
Principal Amount of the Refunding Bonds	3,915,645.83
Proceeds of "The (new) Bonds"	3,915,645.83
Rate/Yield on the Refunded Bonds	5.24827859%
"All Costs Included" TIC on the New Issue is	1.76660811%
Federal Arbitrage Yield on the New Issue is	1.40408949%
Yield on Escrow	-
Total Debt Service Savings	385,297.90
Present Value Savings @ 1.40408949%	344,539.17
Total Debt Service Savings as a Percent of	
Total Debt Service of Refunded Bonds	7.98611077%
Present Value Savings as a Percent of	
Principal Amount of Bonds Being Refunded	8.32220265%

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Gadsden County, Florida
Refunding Effects

Refunding of 2003B Bonds with 2013 Bank Loan at 1.4% Estimated Rate

Year Ending 12/01	Current Total Debt Service	Less: Debt Service on Refunded Bonds(1)	Plus:		Capital Appr Bonds	Post Rfndg Debt Service	Post Rfndg Savings (2)
			Current interest Bonds Principal	Interest			
2013	713,675	713,675	290,781	22,164		312,944	29,702
2014	820,588	820,588	704,829	46,237		751,066	69,522
2015	822,250	822,250	714,760	36,306		751,066	71,184
2016	822,075	822,075	724,831	26,235		751,066	71,009
2017	825,063	825,063	735,044	16,022		751,066	73,997
2018	820,950	820,950	745,401	5,665		751,066	69,884
Totals	\$4,824,601	\$4,824,601	\$3,915,646	\$152,629		\$4,068,274	\$385,298

(1) - This column only reflects debt payments scheduled after the closing date of 07/01/2013.

(2) - Savings are reduced by fund transfers at closing totaling \$371,029.17 (see Sources of funds report).

Gadsden County, Florida

Refunding of 2003B Bonds with 2013 Bank Loan at 1.4% Estimated Rate

Dated Date = 07/01/2013 Delivery Date = 07/01/2013

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service
08/01/2013	-	58,020.56	58,020.56	1.400	1.400000	100.000000	4,568.25	62,588.81	-
09/01/2013	-	58,088.25	58,088.25	1.400	1.400000	100.000000	4,500.56	62,588.81	-
10/01/2013	-	58,156.02	58,156.02	1.400	1.400000	100.000000	4,432.79	62,588.81	-
11/01/2013	-	58,223.87	58,223.87	1.400	1.400000	100.000000	4,364.94	62,588.81	-
12/01/2013	-	58,291.80	58,291.80	1.400	1.400000	100.000000	4,297.02	62,588.82	312,944.06
01/01/2014	-	58,359.81	58,359.81	1.400	1.400000	100.000000	4,229.01	62,588.82	-
02/01/2014	-	58,427.89	58,427.89	1.400	1.400000	100.000000	4,160.92	62,588.81	-
03/01/2014	-	58,496.06	58,496.06	1.400	1.400000	100.000000	4,092.76	62,588.82	-
04/01/2014	-	58,564.30	58,564.30	1.400	1.400000	100.000000	4,024.51	62,588.81	-
05/01/2014	-	58,632.63	58,632.63	1.400	1.400000	100.000000	3,956.19	62,588.82	-
06/01/2014	-	58,701.03	58,701.03	1.400	1.400000	100.000000	3,887.78	62,588.81	-
07/01/2014	-	58,769.52	58,769.52	1.400	1.400000	100.000000	3,819.30	62,588.82	-
08/01/2014	-	58,838.08	58,838.08	1.400	1.400000	100.000000	3,750.73	62,588.81	-
09/01/2014	-	58,906.73	58,906.73	1.400	1.400000	100.000000	3,682.09	62,588.82	-
10/01/2014	-	58,975.45	58,975.45	1.400	1.400000	100.000000	3,613.36	62,588.81	-
11/01/2014	-	59,044.26	59,044.26	1.400	1.400000	100.000000	3,544.56	62,588.82	-
12/01/2014	-	59,113.14	59,113.14	1.400	1.400000	100.000000	3,475.67	62,588.81	751,065.78
01/01/2015	-	59,182.11	59,182.11	1.400	1.400000	100.000000	3,406.71	62,588.82	-
02/01/2015	-	59,251.15	59,251.15	1.400	1.400000	100.000000	3,337.66	62,588.81	-
03/01/2015	-	59,320.28	59,320.28	1.400	1.400000	100.000000	3,268.54	62,588.82	-
04/01/2015	-	59,389.48	59,389.48	1.400	1.400000	100.000000	3,199.33	62,588.81	-
05/01/2015	-	59,458.77	59,458.77	1.400	1.400000	100.000000	3,130.04	62,588.81	-
06/01/2015	-	59,528.14	59,528.14	1.400	1.400000	100.000000	3,060.67	62,588.81	-
07/01/2015	-	59,597.59	59,597.59	1.400	1.400000	100.000000	2,991.22	62,588.81	-
08/01/2015	-	59,667.12	59,667.12	1.400	1.400000	100.000000	2,921.69	62,588.81	-
09/01/2015	-	59,736.73	59,736.73	1.400	1.400000	100.000000	2,852.08	62,588.81	-
10/01/2015	-	59,806.43	59,806.43	1.400	1.400000	100.000000	2,782.39	62,588.82	-
11/01/2015	-	59,876.20	59,876.20	1.400	1.400000	100.000000	2,712.62	62,588.82	-
12/01/2015	-	59,946.06	59,946.06	1.400	1.400000	100.000000	2,642.76	62,588.82	751,065.77
01/01/2016	-	60,015.99	60,015.99	1.400	1.400000	100.000000	2,572.82	62,588.81	-
02/01/2016	-	60,086.01	60,086.01	1.400	1.400000	100.000000	2,502.80	62,588.81	-
03/01/2016	-	60,156.11	60,156.11	1.400	1.400000	100.000000	2,432.70	62,588.81	-
04/01/2016	-	60,226.29	60,226.29	1.400	1.400000	100.000000	2,362.52	62,588.81	-
05/01/2016	-	60,296.56	60,296.56	1.400	1.400000	100.000000	2,292.26	62,588.82	-
06/01/2016	-	60,366.90	60,366.90	1.400	1.400000	100.000000	2,221.91	62,588.81	-
07/01/2016	-	60,437.33	60,437.33	1.400	1.400000	100.000000	2,151.48	62,588.81	-
08/01/2016	-	60,507.84	60,507.84	1.400	1.400000	100.000000	2,080.97	62,588.81	-
09/01/2016	-	60,578.43	60,578.43	1.400	1.400000	100.000000	2,010.38	62,588.81	-
10/01/2016	-	60,649.11	60,649.11	1.400	1.400000	100.000000	1,939.71	62,588.82	-
11/01/2016	-	60,719.87	60,719.87	1.400	1.400000	100.000000	1,868.95	62,588.82	-
12/01/2016	-	60,790.71	60,790.71	1.400	1.400000	100.000000	1,798.11	62,588.82	751,065.76
01/01/2017	-	60,861.63	60,861.63	1.400	1.400000	100.000000	1,727.19	62,588.82	-
02/01/2017	-	60,932.63	60,932.63	1.400	1.400000	100.000000	1,656.18	62,588.81	-
03/01/2017	-	61,003.72	61,003.72	1.400	1.400000	100.000000	1,585.09	62,588.81	-
04/01/2017	-	61,074.89	61,074.89	1.400	1.400000	100.000000	1,513.92	62,588.81	-
05/01/2017	-	61,146.15	61,146.15	1.400	1.400000	100.000000	1,442.67	62,588.82	-
06/01/2017	-	61,217.48	61,217.48	1.400	1.400000	100.000000	1,371.33	62,588.81	-

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Dates	Term Bond		Bond		Coupon		Yield	Price	Interest Amount	Total		Fiscal Year
	Maturities	Redemptions	Proceeds	Rate	Debt Service	Debt Service						
07/01/2017	-	61,288.90	61,288.90	1.400	1,400,000	100.000000	1,299.91	62,588.81	-	-	-	
08/01/2017	-	61,360.41	61,360.41	1.400	1,400,000	100.000000	1,228.41	62,588.82	-	-	-	
09/01/2017	-	61,432.00	61,432.00	1.400	1,400,000	100.000000	1,156.82	62,588.82	-	-	-	
10/01/2017	-	61,503.67	61,503.67	1.400	1,400,000	100.000000	1,085.15	62,588.82	-	-	-	
11/01/2017	-	61,575.42	61,575.42	1.400	1,400,000	100.000000	1,013.39	62,588.81	-	-	-	
12/01/2017	-	61,647.26	61,647.26	1.400	1,400,000	100.000000	941.56	62,588.82	-	-	751,065.78	
01/01/2018	-	61,719.16	61,719.16	1.400	1,400,000	100.000000	869.63	62,588.79	-	-	-	
02/01/2018	-	61,791.19	61,791.19	1.400	1,400,000	100.000000	797.63	62,588.82	-	-	-	
03/01/2018	-	61,863.28	61,863.28	1.400	1,400,000	100.000000	725.54	62,588.82	-	-	-	
04/01/2018	-	61,935.45	61,935.45	1.400	1,400,000	100.000000	653.37	62,588.82	-	-	-	
05/01/2018	-	62,007.71	62,007.71	1.400	1,400,000	100.000000	581.11	62,588.82	-	-	-	
06/01/2018	-	62,080.05	62,080.05	1.400	1,400,000	100.000000	508.76	62,588.81	-	-	-	
07/01/2018	-	62,152.48	62,152.48	1.400	1,400,000	100.000000	436.34	62,588.82	-	-	-	
08/01/2018	-	62,224.99	62,224.99	1.400	1,400,000	100.000000	363.83	62,588.82	-	-	-	
09/01/2018	-	62,297.58	62,297.58	1.400	1,400,000	100.000000	291.23	62,588.81	-	-	-	
10/01/2018	-	62,370.26	62,370.26	1.400	1,400,000	100.000000	218.55	62,588.81	-	-	-	
11/01/2018	-	62,443.03	62,443.03	1.400	1,400,000	100.000000	145.79	62,588.82	-	-	-	
12/01/2018	-	62,515.88	62,515.88	1.400	1,400,000	100.000000	72.94	62,588.82	-	-	751,065.78	
Total	-	3,915,645.83	3,915,645.83				152,627.10	4,068,272.93	4,068,272.93			
Acc Int	-	-	-				-	-	-			
Grand Totals	-	3,915,645.83	3,915,645.83				152,627.10	4,068,272.93	4,068,272.93			

TIC (incl. all expenses) 1.76660811% Average Coupon 1.39999981%
TIC (Arbitrage TIC) 1.40408949% Average Life (yrs) ... 2.78
Bond Years 10,901.94 WAM (yrs) 2.784199

IRS Form 8038-G NIC = 1.400000% (with Adjustmnt of \$0.00).
NIC = 1.400000% (with Adjustmnt of \$0.00).

Gadsden County, Florida

Refunding of 2003B Bonds with 2013 Bank Loan at 1.4% Estimated Rate

Delivery Date = 06/01/2013

Remaining balance of 2003B Bonds

Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest		Total Debt Service	Fiscal Year Debt Service	Debt Service to Call
						Amount	Debt Service			
12/01/2013	605,000.00	605,000.00	5.250	5.2500000	100.0000000	108,675.00	713,675.00	713,675.00	4,248,675.00	
06/01/2014	-	-	-	-	-	92,793.75	92,793.75	92,793.75	-	-
12/01/2014	635,000.00 *	635,000.00	5.250	5.2500000	100.0000000	727,793.75	727,793.75	820,587.50	-	-
06/01/2015	-	-	-	-	-	76,125.00	76,125.00	-	-	-
12/01/2015	670,000.00 *	670,000.00	5.250	5.2500000	100.0000000	746,125.00	746,125.00	822,250.00	-	-
06/01/2016	-	-	-	-	-	58,537.50	58,537.50	-	-	-
12/01/2016	705,000.00 *	705,000.00	5.250	5.2500000	100.0000000	763,537.50	763,537.50	822,075.00	-	-
06/01/2017	-	-	-	-	-	40,031.25	40,031.25	-	-	-
12/01/2017	745,000.00 *	745,000.00	5.250	5.2500000	100.0000000	785,031.25	785,031.25	825,062.50	-	-
06/01/2018	-	-	-	-	-	20,475.00	20,475.00	-	-	-
12/01/2018	780,000.00 *	780,000.00	5.250	5.2500000	100.0000000	20,475.00	800,475.00	820,950.00	-	-
Total	4,140,000.00	4,140,000.00				684,600.00	4,824,600.00	4,824,600.00	4,248,675.00	
Acc Int										
Grand Ttfs	4,140,000.00	4,140,000.00				684,600.00	4,824,600.00	4,824,600.00	4,248,675.00	

* - Bonds callable ... 12/01/2013@100.0000

TIC (Incl. all expenses) 5.250000000% Average Coupon 5.250000000%

TIC (Arbitrage TIC) 5.250000000% Average Life (yrs) ... 3.15

Bond Years 13,040.00 WAM (yrs) 3.149758

IRS Form 8038-G NIC = 5.2500000% (with Adjstmnt of \$0.00).
NIC = 5.2500000% (with Adjstmnt of \$0.00).

Board of County Commissioners Agenda Request

Date of Meeting: May 21, 2013

Date Submitted: May 7, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Justin Ford, P.E. Project Manager - Preble Rish, Inc.
Phyllis R. Moore, SHIP Administrator

Subject: Approval and Execution of the Environmental Assessment for HUD
Funded Proposals. Disaster Recovery Grant #12DB-P5-02-30-01-K65

Statement of Issue:

This agenda item seeks Board Approval and Execution of the Environmental Assessment as required proceeding to the construction phase of the proposed project.

Background:

This project is located in the City of Gretna on Canty Lane. The project consists of improving the existing roadway to prohibit localized flooding and improve ingress and egress to the residents in that area. The Community Development Block Grant disaster relief funding was made available to Florida by the United States Department of Housing and Urban Development, under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et. seq.) (Federal Register - Docket No. F.R.-5256-N-01, Volume 74, Number 29 and Federal Register - Docket No. F.R.-5256-N-01, Volume 74, Number 156) for federally declared natural disasters that occurred during 2008.

Analysis:

At the July 5, 2011, BOCC meeting, the Board authorized application submittal and authorization for the Chairman to execute; also on January 15, 2013, the Chairman executed an interlocal agreement between the County and the City of Gretna. Gadsden County has received funding in the amount of \$106,683.33 for stabilization of damaged roadways and drainage problems along Canty Lane within the City limits of Gretna. Said funds include cost for construction, an administration fee and an amount for engineering services. The interlocal agreement serve's as acknowledgement and permission by the County for the City to let the proposed improvements and administer the contract documents. The County will pay the contractor, as selected by the City of Gretna, for the construction activities completed on the items proposed by the County. All design elements have been completed and reviewed by the

necessary agencies. The final step prior to the construction phase is the approval and submittal of the Environmental Assessment to DEO for review and approval.

Fiscal Impact:

The Department of Community Affairs Disaster Recovery Initiative (DRI) has allocated \$106,683.33 to Gadsden County for stabilization of Damaged Roadways and Flood Drainage (Repair Storm Water Damage) on Cauty Lane. **No County match is required and there will be no negative environmental impacts from the proposed project.** A copy of the approved CDBG-DRI grant is located in the Commissioners work room.

Options:

- Option 1 Approve and Authorize Chairperson to Execute the Environmental Assessment for HUD. Disaster Recovery Grant #12DB-P5-02-30-01-K65

- Option 2 Do Not Approve and Authorize Chairperson to Execute the Environmental Assessment for HUD. Disaster Recovery Grant #12DB-P5-02-30-01-K65

- Option 3 Discretion of the Board.

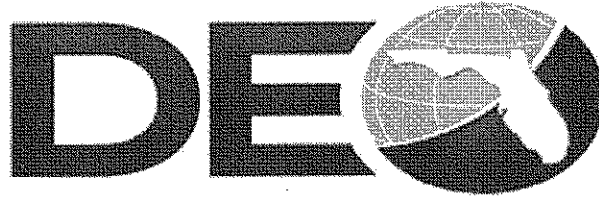
County Administrator Recommendation:

- Option 1 Approve and Authorize Chairperson to Execute the Environmental Assessment for HUD. Disaster Recovery Grant #12DB-P5-02-30-01-K65

Attachments

- Copy of Environmental Assessment
- Copy of Advertisement

Department of Economic Opportunity
Environmental Assessment for HUD-funded Proposals
Recommended format per 24 CFR 58.36, revised April 2008



FLORIDA DEPARTMENT *of*
ECONOMIC OPPORTUNITY

Project Identification:

12DB-P5-02-30-01-K65

Contract Number

Preparer:

Justin Ford, P.E., Project Engineer

Typed Name and Title

Responsible Entity:

Gadsden County

Name of Local Government

Month/Year:

May 2013

Environmental Assessment

Responsible Entity: Gadsden County
[24 CFR 58.2(a)(7)]

Certifying Officer: Douglas M. Croley, Chairman BOCC
[24 CFR 58.2(a)(2)]

Project Name: Canty Lane Disaster Recovery

Project Location: The project is located in the city of Gretna on Canty Lane.
The project consists of improving the existing roadway to prohibit localized
flooding and improve ingress and egress to the residents of this area.

Estimated total project cost: \$ 106,683.33

Grant Recipient: Gadsden County
[24 CFR 58.2(a)(5)]

Recipient Address: P.O. Box 1799, Quincy, FL 32351

Project Representative: Phyllis Moore

Telephone Number: (850) 875-8659

Conditions for Approval: There will be no negative environmental impacts from the
proposed project.

(List all mitigation measures adopted by the responsible entity to eliminate or minimize adverse environmental impacts. These conditions must be included in project contracts and other relevant documents as requirements). [24 CFR 58.40(d), 40 CFR 1505.2(c)]

FINDING: [58.40(g)]

Finding of No Significant Impact
(The project will not result in a significant impact on the quality of the human environment).

Finding of Significant Impact
(The project may significantly affect the quality of the human environment)

Preparer Signature: _____ Date: _____

Name/Title/Agency:
Justin Ford, P.E., Project Engineer, Preble-Rish, Inc.

RE Approving Official Signature and Title:
Doug Croley, Chairman Date: _____

Local Government Name and Location:
Gadsden County
P.O. Box 1799, Quincy, FL 32351

Statement of Purpose and Need for the Proposal: [40 CFR 1508.9(b)]
The proposed roadway is subject to localized flooding, preventing ingress and egress after periods of significant rain.

Description of the Proposal: Include all contemplated actions, which logically are either geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]
No other alternatives were presented for consideration

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings and trends likely to continue in the absence of the project. [24 CFR 58.40(a)]

If the proposed improvements are not completed the roads will continue to experience localized flooding during and immediately following periods of significant rainfall. Canty Lane is the only point of ingress and egress for the residents in this neighborhood.

STATUTORY WORKSHEET

**24 CFR §58.5 and §58.6
STATUTES, EXECUTIVE ORDERS & REGULATIONS**

The proposed project will be to elevate lower sections of Canty Lane and install necessary drainage structures along the road in order to re-direct the stormwater away from the travel lanes. The project will also include the stabilizing of Canty Lane through the placement of limerock base and hot mix asphalt.

DIRECTIONS - Write "A" in the Status Column when the proposal, by its scope and nature, does not affect the resources under consideration; or write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data.

Compliance Factors:

STATUTES, EXECUTIVE ORDERS AND REGULATIONS LISTED AT 24 CFR §58.5	A/B	COMPLIANCE DETERMINATION AND DOCUMENTATION
HISTORIC PRESERVATION 36 CFR PART 800	A	There will be no historical sites impacted in association with this project. See Attachment A.
FLOODPLAIN MANAGEMENT 24 CFR §55 & EXECUTIVE ORDER 11988	A	The project is located entirely within zone X. See Attachment B.
WETLAND PROTECTION EXECUTIVE ORDER 11990	A	The project is located entirely in uplands. See Attachment C.
COASTAL ZONE MANAGEMENT ACT SECTIONS 307(c) & (d)	A	This project is not located within a Coastal Zone, and no land, water or natural resources of the Coastal Zone shall be affected. See Attachment D.
SOLE SOURCE AQUIFERS 40 CFR 149	A	There are no sole source aquifers near the proposed project. See Attachment E.
ENDANGERED SPECIES ACT 50 CFR 402	A	There will be no impact to any endangered species associated with this project. See Attachment F.
WILD AND SCENIC RIVERS ACT SECTIONS 7(b) & (c)	A	There are no wild and scenic rivers located near the proposed project. See Attachment G.
CLEAN AIR ACT SECTIONS 176(c)(d) & 40 CFR 6, 51, 93	A	Florida is a non-attainment area, therefore this requirement does not apply.
FARMLAND PROTECTION POLICY ACT 7 CFR 658	A	No farmland as defined in 7 CFR Part 658 will be affected as a part of this project. All improvements will be made within the roadway footprint. See Attachment H.
ENVIRONMENTAL JUSTICE EXECUTIVE ORDER 12898	A	There will be no effect due to the fact that this project is serving low and moderate income families. There will be no temporary or permanent displacement associated with this project.
NOISE ABATEMENT & CONTROL 24 CFR §51B	A	No buildings are being improved or expanded so there is no potential for occupants to be effected by noise.

EXPLOSIVE & FLAMMABLE OPERATIONS 24 CFR 51C	A	Compliance with this part is not required because no buildings are being expanded, thus the occupancy will not be increase.
HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS & SUBSTANCES 24 CFR 58.5(i)(2)	A	Compliance with this part is not required because no buildings are being expanded, thus the occupancy will not be increase.
AIRPORT CLEAR ZONES & ACCIDENT POTENTIAL ZONES 24 CFR 51D	A	There are no airports located near the proposed improvements. See Attachment I.

NEPA Environmental Assessment Checklist

[Environmental Review Guide HUD CPD 782, 24 CFR §58.40; Ref. 40 CFR §1508.8 & §1508.27]

Evaluate the significance of the effects of the proposal on the character, features and resources of the project area. Enter relevant base data and verifiable source documentation to support the finding. Then enter the appropriate impact code from the following list to make a determination of impact. Impact Codes: (1) - No impact anticipated; (2) - Potentially beneficial; (3) - Potentially adverse; (4) - Requires mitigation; (5) - Requires project modification. Note names, dates of contact, telephone numbers and page references. Attach additional material as appropriate. Note conditions or mitigation measures required.

Land Development	Code	Source or Documentation
Conformance with Comprehensive Plans and Zoning	1	The Comprehensive Plan is silent on the proposed project. See Attachment J.
Compatibility and Urban Impact	2	The proposed project is anticipated to have a potentially beneficial urban impact.
Slope	1	All proposed slopes fall within the acceptable guidelines set forth by FDOT. All slopes will be stabilized by sodding or seed and mulch.
Erosion	2	Erosion control measures have been included in the plans. A third party inspector shall verify compliance. The project will have an overall benefit on the amount of erosion and sediment transfer.
Soil Suitability	1	The existing road base has been deemed suitable by the engineer of record.
Hazards and Nuisances including Site Safety	1	The contractor shall comply with OSHA Standards during construction. A third party inspector shall verify.
Energy Consumption	1	The proposed project will not require any additional energy consumption.

Noise - Contribution to Community Noise Levels	1	Construction noise will be temporary. No other noise will be associated with the project
Air Quality - Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels	1	The proposed paving project will have no affect on the ambient air quality.
Environmental Design - Visual Quality - Coherence, Diversity, Compatible Use and Scale	1	The proposed project was designed in accordance with State regulations regarding environmental impacts. All necessary permits have been received.

Socioeconomic	Code	Source or Documentation
Demographic Character Changes	1	The proposed project is not anticipated to have an adverse impact on the demographic characteristics.
Displacement	1	No homes or residents will be displaced by the proposed project.
Employment and Income Patterns	1	The proposed project is not anticipated to have an adverse impact on the employment and income patterns of the area.

Community Facilities and Services	Code	Source or Documentation
Educational Facilities	1	The proposed project is not anticipated to adversely impact the existing educational facilities.
Commercial Facilities	1	The proposed project is not anticipated to adversely impact the existing commercial facilities.
Health Care	1	The proposed project is not anticipated to adversely impact the existing health care facilities.
Social Services	1	The proposed project is not anticipated to adversely impact the existing social service programs.
Solid Waste	1	City levels of service standards were considered in the design of the proposed project. No adverse impact to the solid waste program is anticipated.
Waste Water	1	City levels of service standards were considered in the design of the proposed project. No adverse impact to the waste water system is anticipated.
Storm Water	1	City levels of service standards were considered in the design of the proposed project. No adverse impact to the storm water system is anticipated.
Water Supply	1	City levels of service standards were considered in the design of the proposed project. No adverse impact to the water supply system is anticipated.

Community Facilities and Services		Code	Source or Documentation
Public Safety	- Police	2	The proposed project will provide improved access for the current police services.
	- Fire	2	The proposed project will provide improved access for the current fire services.
	- Emergency Medical	2	The proposed project will provide improved access for the current emergency medical services.
Open Space and Recreation	- Open Space	1	The proposed project will not have any affect on the current availability of open space.
	- Recreation	1	The proposed project will not have any affect on the current recreational opportunities.
	- Cultural Facilities	1	The proposed project will not have any affect on the current cultural facilities.
Transportation		1	No public transportation services are provided in Gretna.

Natural Features		Code	Source or Documentation
Water Resources		1	The proposed project will be served by the existing Gretna water system. Therefore, no adverse impact to water resources is anticipated.
Surface Water		1	All associated stormwater will be treated in accordance with State regulations prior to being discharged. Therefore, no adverse impact to surface water is anticipated.
Unique Natural Features and Agricultural Lands		1	The proposed project will have no direct impact on unique natural features and agricultural lands.
Vegetation and Wildlife		1	The proposed project will have no direct impact on vegetation and wildlife.

Summary of Findings and Conclusions

ALTERNATIVES TO THE PROPOSED ACTION

Alternatives and Project Modifications Considered [24 CFR §58.40(e), Ref. 40 CFR §1508.9] (Identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment of each alternative and the reasons for rejecting it.)

There are no practical alternatives to this project.

No Action Alternative [24 CFR §58.40(e)]

(Discuss the benefits and adverse impacts to the human environment of not implementing the preferred alternative).

If the proposed improvements are not completed, the roads will continue to flood limiting ingress and egress to the residents in this neighborhood.

Mitigation Measures Recommended [24 CFR §58.40(d), 40 CFR §1508.20]

(Recommend feasible ways in which the proposal or its external factors should be modified in order to minimize adverse environmental impacts and restore or enhance environmental quality.)

The proposed project is not likely to adversely affect the environment and therefore no mitigation is proposed.

Additional Studies Performed

(Attach studies or summaries)

List of Sources, Agencies and Persons Consulted [40 CFR §1508.9(b)]

U.S. Fish and Wildlife – Mary Mittiga
State Historic Preservation Office – Laura Kammerer
Florida State Clearinghouse – Lauren Milligan
Gadsden County – Phyllis Moore
Preble-Rish, Inc. – Justin Ford, P.E.

Documentation of Compliance with 24 CFR Part 58.6 (a -d)

Use this form for all levels of review. Add other factors if necessary.

Project Canty Lane Disaster Recovery Contract Number 12DB-P5-02-30-01-K65

Prepared By Justin Ford, P.E. Date _____

Flood Insurance:

The site is not in the 100- year flood plain (see attached map)

The site is in the 100- year flood plain (see attached map)

Flood Insurance is required for structures in the 100- year flood plain

- a. Flood Insurance when the site is in the 100 -year flood plain:
1. Under the flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance or acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
- i. The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CDR Parts 59 through 79), or less than one year has passed since the FEMA notification regarding such hazards, and
- ii. Where the community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
2. Where the community is participating in the National Flood Insurance Program and the recipient provided financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, the responsible entity is responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.
3. Paragraph (a) of this section does not apply to Federal Formula grants made to a State.
- b. Under section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD Disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property if:
1. The person had previously received Federal flood disaster insurance conditioned on obtaining and maintaining flood insurance flood insurance; and
2. The person failed to obtain and maintain flood insurance.

Coastal Barrier Islands:

The site is not in a Coastal Barrier Island (documentation attached)

The site is in a Coastal Barrier Island but the activity is not prohibited as indicated at: <http://www.fws.gov/>

The site is in a Coastal Barrier Island and the activity is prohibited as indicated at: <http://www.fws.gov/> the project must be rejected.

- c. Pursuant to the Coastal Barrier Resources Act, as amended by the Coastal barrier Improvement Act of 1990 (16 U.S.C. 3501), HUD assistance may not be used for most activities proposed in the Coastal Barrier Resources System.

Clear Zones:

The site is not in the Clear Zone (documentation attached)

The site is in the Clear Zones (signed acknowledgement attached)

- d. In all cases involving HUD assistance, subsidy, or insurance for the sale of an existing property in a Runway Clear Zone or Clear Zone, as defined in 24 CFR Part 51, the responsible entity shall advise that the property is in a runway clear zone or clear zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information.

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 12/31/2007)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) CDBG - Disaster Recovery	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity Gadsden County PO Box 1799 Quincy, FL 32351	
6. For information about this request, contact (name & phone number) Phyllis Moore, SHIP Administrator	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request Department of Economic Opportunity		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Canty Lane Disaster Recovery	10. Location (Street address, city, county, State) Canty Lane Gretna, FL 32332
--	--

11. Program Activity/Project Description

During times of severe storm events, including Tropical Storm Faye and Hurricanes Ike and Gustav, Canty Lane is highly susceptible to flooding preventing ingress and egress to the residents as well as emergency vehicles. The primary cause of the roadway flooding is insufficient drainage. During these times of flooding, first responders and emergency vehicles would have no way to reach the victims. Additionally, daily activities, such as going to the grocery store or children going to school, are inhibited due to the lack of access.

The proposed project will be to elevate lower sections of Canty Lane and install necessary drainage structures along the road in order to re-direct the stormwater away from the travel lanes. The project will also include the stabilizing of Canty Lane through the placement of limerock base and hot mix asphalt, if funding permits. Total project cost is estimated to be \$106,683.33.

The beneficiaries of this project will be the residents of the Canty Lane neighborhood, located within census tract 203 and totaling about 16 households. 69.77% of which are considered of very low income, 100% are considered of low to moderate income.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Doug Croley, Chairman - Gadsden Co. BOCC
	Date signed
X	
Address of Certifying Officer PO Box 1799 Quincy, FL 32351	

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
	Date signed
X	

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

ATTACHMENT A



FLORIDA DEPARTMENT OF STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

Re: SHPO/DHR Project File No.: 2013-1627
HUD- Community Development Block Grant
Canty Lane-Disaster Recovery
Gretna, Gadsden County

April 27, 2013

To Whom It May Concern:

This office reviewed the referenced project for possible impact to historic properties listed, or eligible for listing, on the *National Register of Historic Places*. The review was conducted in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended, *36 CFR Part 800: Protection of Historic Properties*.

Based on the information provided, it is the opinion of this office that the proposed undertaking is not likely to have an effect on historic properties, provided that the applicant makes contingency plans in the case of fortuitous finds or unexpected discoveries during ground disturbing activities within the project area:

- If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.
- In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

If you have any questions concerning our comments, please contact Katherine Shelfer at Katherine.Shelfer@dos.myflorida.com, or at 850-245-6333. Thank you for your interest in protecting Florida's archaeological and historical resources.

Sincerely,

Timothy A. Parsons, DSHPO for

Robert F. Bendus, Director
Division of Historical Resources
and State Historic Preservation Officer

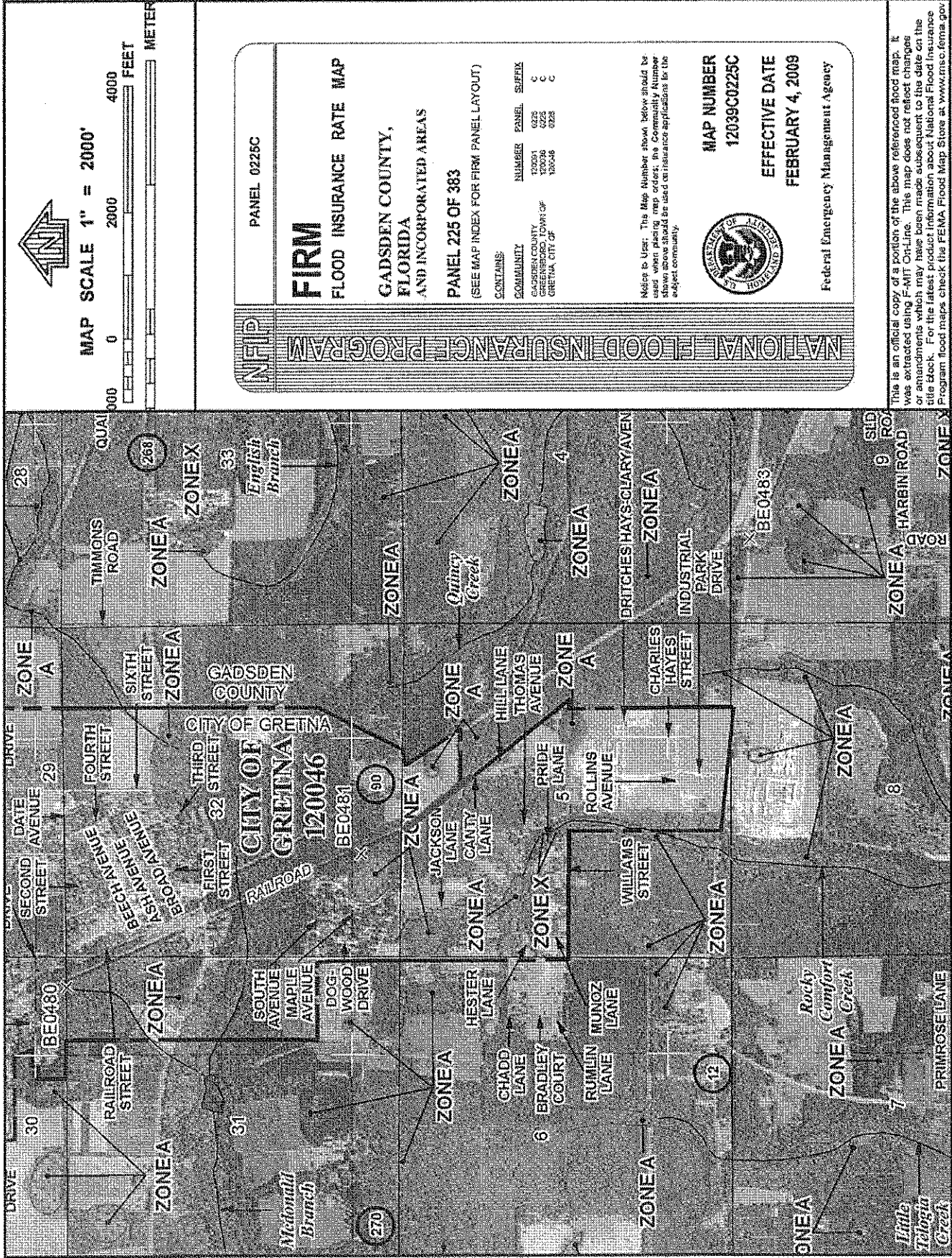


DIVISION OF HISTORICAL RESOURCES
R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: 850.245.6300 • www.flheritage.com
Commemorating 500 years of Florida history www fla500.com



ATTACHMENT B

PROPOSED ROADWAY IMPROVEMENTS



MAP SCALE 1" = 2000'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0225C


FIRM
FLOOD INSURANCE RATE MAP

GADSDEN COUNTY,
FLORIDA
AND INCORPORATED AREAS

PANEL 225 OF 383
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:	COMMUNITY	NUMBER	PANEL	SUFFIX
	GADSDEN COUNTY	120001	0225	C
	GREENSBORO TOWNSHIP	120030	0225	C
	GRETTA, CITY OF	120046	0225	C

Notes to User: This Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
12039C0225C

EFFECTIVE DATE
FEBRUARY 4, 2009

Federal Emergency Management Agency









This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.fema.gov

ATTACHMENT C


**NWI WETLANDS
MAP**

Feb 4, 2013

Wetlands

-  Freshwater Emergent
-  Freshwater Forested/Shrub
-  Estuarine and Marine Deepwater
-  Estuarine and Marine
-  Freshwater Pond
-  Lake
-  River/rie
-  Other

ROADWAY IMPROVEMENTS



U.S. Fish and Wildlife Service
National Wetlands Inventory



This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

ATTACHMENT D

Kelli Walden

From: Milligan, Lauren [Lauren.Milligan@dep.state.fl.us]
Sent: Monday, March 04, 2013 2:45 PM
To: Kelli Walden
Cc: CompliancePermits@DOS.MyFlorida.com; 'Peacock, Judy'; 'Anderson, Stacie'
Subject: Gadsden County FY 2011 Amended CDBG-DRI Application for Canty Lane - State Clearinghouse Clearance

Ms. Kelli Walden

Grants Administrator

Preble-Rish, Inc.

20684 Central Avenue East
Blountstown, FL 32424

RE: Department of Housing and Urban Development – Community Development Block Grants/Disaster Recovery Initiative Amendment – Gadsden County, Canty Lane Roadway Improvements Project – Gretna, Gadsden County, Florida.

SAI # FL201303046516C

Dear Kelli:

Florida State Clearinghouse staff has reviewed the County's amended CDBG-DRI funding proposal under the following authorities: Presidential Executive Order 12372; § 403.061(42), *Florida Statutes*; the Coastal Zone Management Act, 16 U.S.C. §§ 1451-1464, as amended; and the National Environmental Policy Act, 42 U.S.C. §§ 4321-4347, as amended.

Staff notes that the proposed roadway stormwater drainage improvements will likely require the issuance of an Environmental Resource Permit (ERP) by the Northwest Florida Water Management District (NFWFMD). Further inquiries concerning the state's permitting requirements should be directed to ERP staff in the NFWFMD's Tallahassee Field Office at (850) 921-2986.

In addition, please be advised that any onsite or offsite improvements associated with the project that impact Florida Department of Transportation (FDOT) right-of-way will require the appropriate FDOT permits. Required permits may include drainage, utility, access management

4/11/2013

12-21

or other permits depending on the work planned. Please contact the FDOT's District Three Operations Office in Midway at (850) 922-7900 for additional information.

Based on the information contained in the application for federal assistance and minimal project impacts, the state has no objections to allocation of federal funds for the subject project and, therefore, the funding award is consistent with the Florida Coastal Management Program (FCMP). The state's continued concurrence will be based on the activity's compliance with FCMP authorities, including federal and state monitoring of the activity to ensure its continued conformance, and the adequate resolution of any issues identified during subsequent regulatory reviews. The state's final concurrence of the project's consistency with the FCMP will be determined during the environmental permitting process, in accordance with Section 373.428, *Florida Statutes*.

If you have any questions regarding this message or the state intergovernmental review process, please don't hesitate to contact me at (850) 245-2170 or Lauren.Milligan@dep.state.fl.us. Thank you.

Yours sincerely,

Lauren P. Milligan

Lauren P. Milligan, Environmental Manager

Florida State Clearinghouse

Florida Department of Environmental Protection

3900 Commonwealth Blvd, M.S. 47

Tallahassee, FL 32399-3000

ph. (850) 245-2170

fax (850) 245-2190

Please take a few minutes to share your comments on the service you received from the department by clicking on this link [DEP Customer Survey](#).

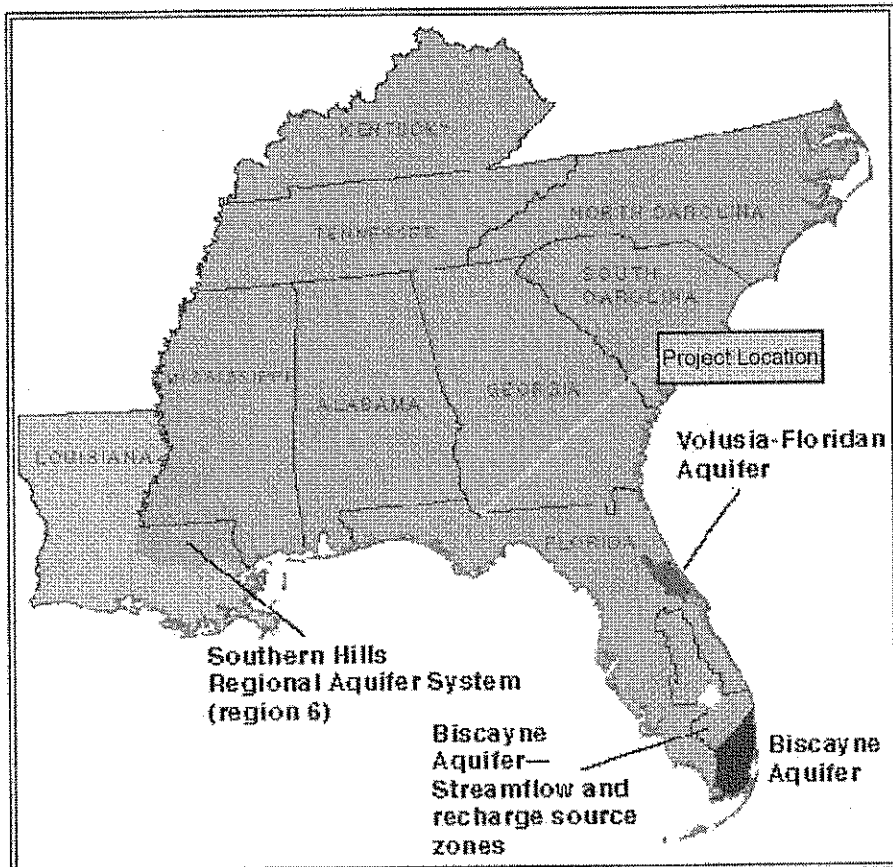
4/11/2013

12-22

ATTACHMENT E

Designated Sole Source Aquifers in EPA Region IV

Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee



The 3 Sole Source Aquifer designations in Region IV are listed below. Contact the Regional Sole Source Aquifer coordinator for more information.

Lois Hill
 US EPA Region IV, Water Division
 61 Forsyth St., SE
 Atlanta, GA 30303-3104
 phone: (404)562-9472
 email: hill.lois@epa.gov

DESIGNATED SOLE SOURCE AQUIFERS IN REGION IV:

State	Sole Source Aquifer Name	Federal Register Cit.	Public. Date	GIS map
FL	Biscayne Aquifer, Broward, Dade, Monroe & Palm Beach Counties	44 FR 58797	10/11/79	no
FL	Volusia-Floridan Aquifer, Flagler & Putnam Counties	52 FR 44221	11/18/87	no
*LA/MS	Southern Hills Regional Aquifer System	53 FR 25538	07/07/88	no

ATTACHMENT F



U. S. Fish and Wildlife Service
 1601 Balboa Avenue
 Panama City, Florida 32405
 (850) 769-0552 Fax (850) 763-2177

Due April 12

FWS Log No. 04EF3000-2013-TA-0139

The proposed action is not likely to adversely affect resources protected by the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.). This finding fulfills the requirements of the Act.

[Signature] 4/5/13
 Dr. Catherine T. Phillips, Deputy Project Leader Date

NC
 FORS

RECEIVED
 MAR 12 2013
 BY: _____

March 6, 2013

Via U.S. Mail and email at Mary_Mittiga@fws.gov

Mary A. Mittiga
 Fish and Wildlife Biologist
 U.S. Fish and Wildlife Service
 1601 Balboa Avenue
 Panama City, Florida 32405

RE: Canty Lane Disaster Recovery - Gadsden County
Preble-Rish Project No. 228.126

Mrs. Mittiga,

We are requesting concurrence from the U.S. Fish and Wildlife Service that the proposed Canty Lane Disaster Recovery project in the City of Gretna is *not likely to adversely affect* the following faunal species: the eastern indigo snake, the red-cockaded woodpecker, the gopher tortoise, and the bald eagle; or the following floral species: Gentian Pinkroot.

The proposed project is located in the City of Gretna, Gadsden County, Florida. The proposed project will utilize federal funds allocated by the U.S. Department of Housing and Urban Development (HUD). These funds have been awarded to Gadsden County by the Department of Economic Opportunity through the Disaster Recovery program.

The proposed project involves improving the roadway conditions on Canty Lane. These improvements are located in Sections 5, Township 2N, Range 4W. The improvements are located in a well drained upland area. Therefore, the project will have "No Effect" on the 8 species that are water dependent. These species are the wood stork, gulf sturgeon, and 6 clam species.

The road construction will include improvement of the existing roadway. The purpose of the proposed improvements is to provide an improved roadway for the ingress and egress of the residences along these road. The project will also minimize sediment transfer and the need for constant road repairs. All work, material staging, and equipment storage will be located within the footprint of the existing roads. Construction methods will conform to the standards outlined in the FDOT Standard Specifications for Road and Bridge Construction. Construction is anticipated to begin in June 2013 and last until September 2013.

We carefully reviewed on 2/22/13 your agency's Section 7 Consultation website for a list of species and critical habitat that "may be present" within the project area. The following species that may be present:

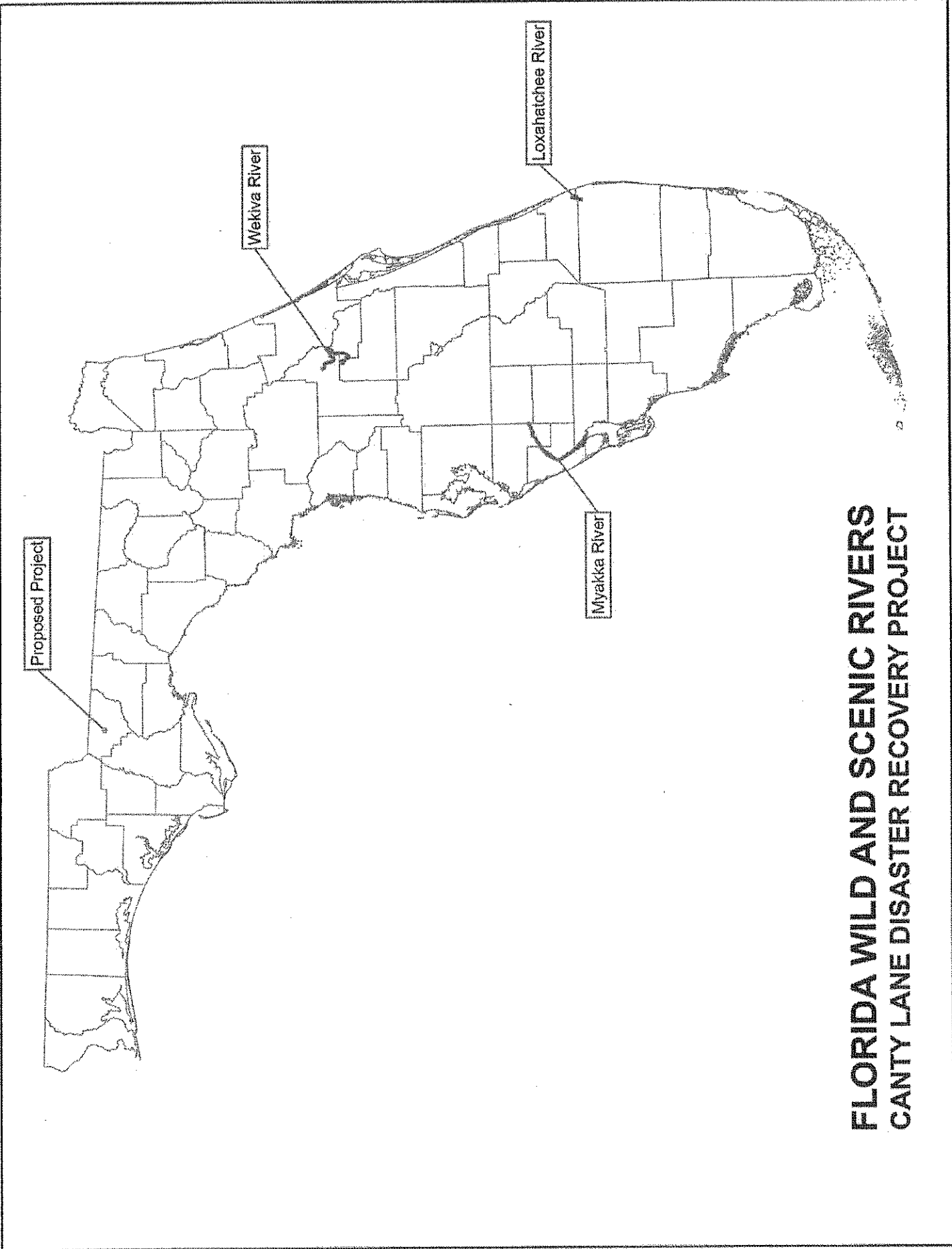
- Eastern Indigo Snake
- Red-cockaded Woodpecker
- Gopher Tortoise
- Bald Eagle
- Gentian Pinkroot

For the purpose of this report the **Eastern Indigo Snake** was included in the "may be present" list based on the vast range of acceptable habitat. Based on the small project area and the rareness of this species the project has been deemed "Not Likely to Adversely Affect" the Eastern Indigo Snake.

The **Red-cockaded Woodpecker** is known to inhabit mature pine forests. Although there are several large pine trees in the neighborhood surrounding the project only one of these trees will be affected by the proposed improvements. There are no indications that suggest that this species is

- Port St. Joe
 324 Marina Drive
 Port St. Joe, FL 32456
 P 850.227.7200
 F 850.227.7215
- Panama City
 203 Aberdeen Parkway
 Panama City, FL 32405
 P 850.522.0644
 F 850.522.1011
- Santa Rosa Beach
 877 CR 393 North
 Santa Rosa Beach, FL 32459
 P 850.267.0759
 F 866.557.0076
- Bristol
 10490 NW Main Street
 Bristol, FL 32321
 P 850.643.2771
 F 850.643.2910
- Quincy
 20 East Washington Street
 Quincy, FL 32351
 P 850.875.4751
- Blountstown
 20684 Central Avenue East
 Blountstown, FL 32424
 P 850.674.3300
 F 850.674.3330
- Crawfordville
 36 Jasper Thomas Road
 Crawfordville, FL 32327
 P 850.274.9866
- Monticello
 Gadsden Square
 187 East Walnut Street
 Monticello, FL 32344
 P 850.997.2175

ATTACHMENT G

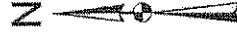
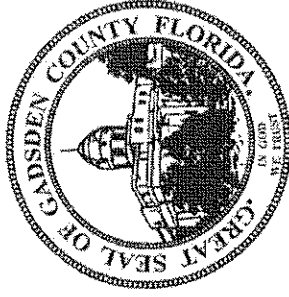


**FLORIDA WILD AND SCENIC RIVERS
CANTY LANE DISASTER RECOVERY PROJECT**

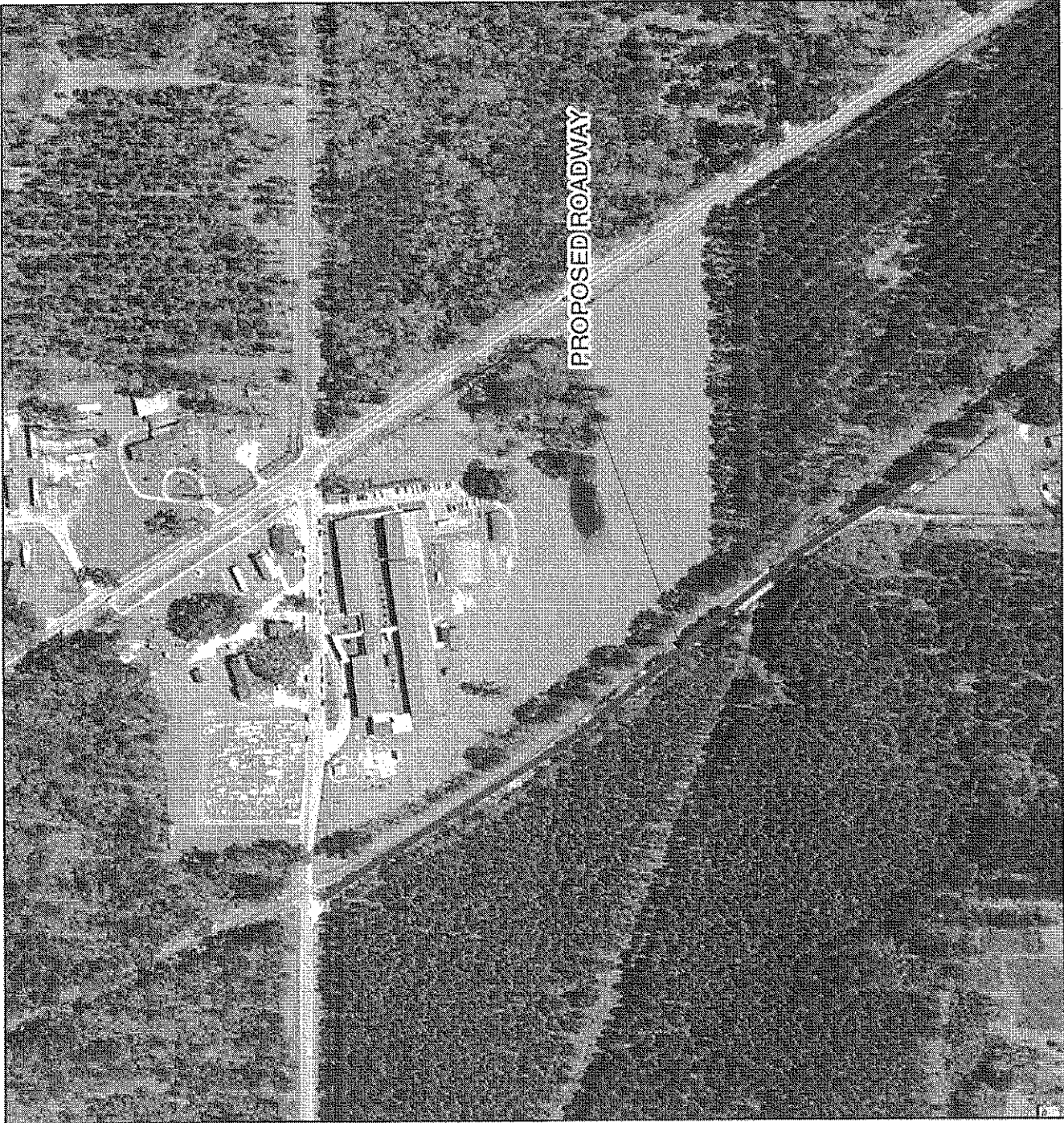
ATTACHMENT H

FARMLAND PROTECTION ACT

CANTY LANE
DISASTER RECOVERY

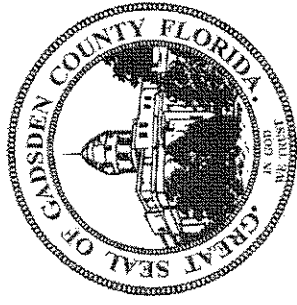


PR **PREBLE/RISH INC.**
CONSULTING ENGINEERS & SURVEYORS
100 W. UNIVERSITY BLVD., SUITE 200
ORLANDO, FLORIDA 32801
TEL: 407.253.1234 FAX: 407.253.1235
WWW.PREBLERISH.COM

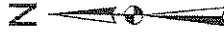


ATTACHMENT I

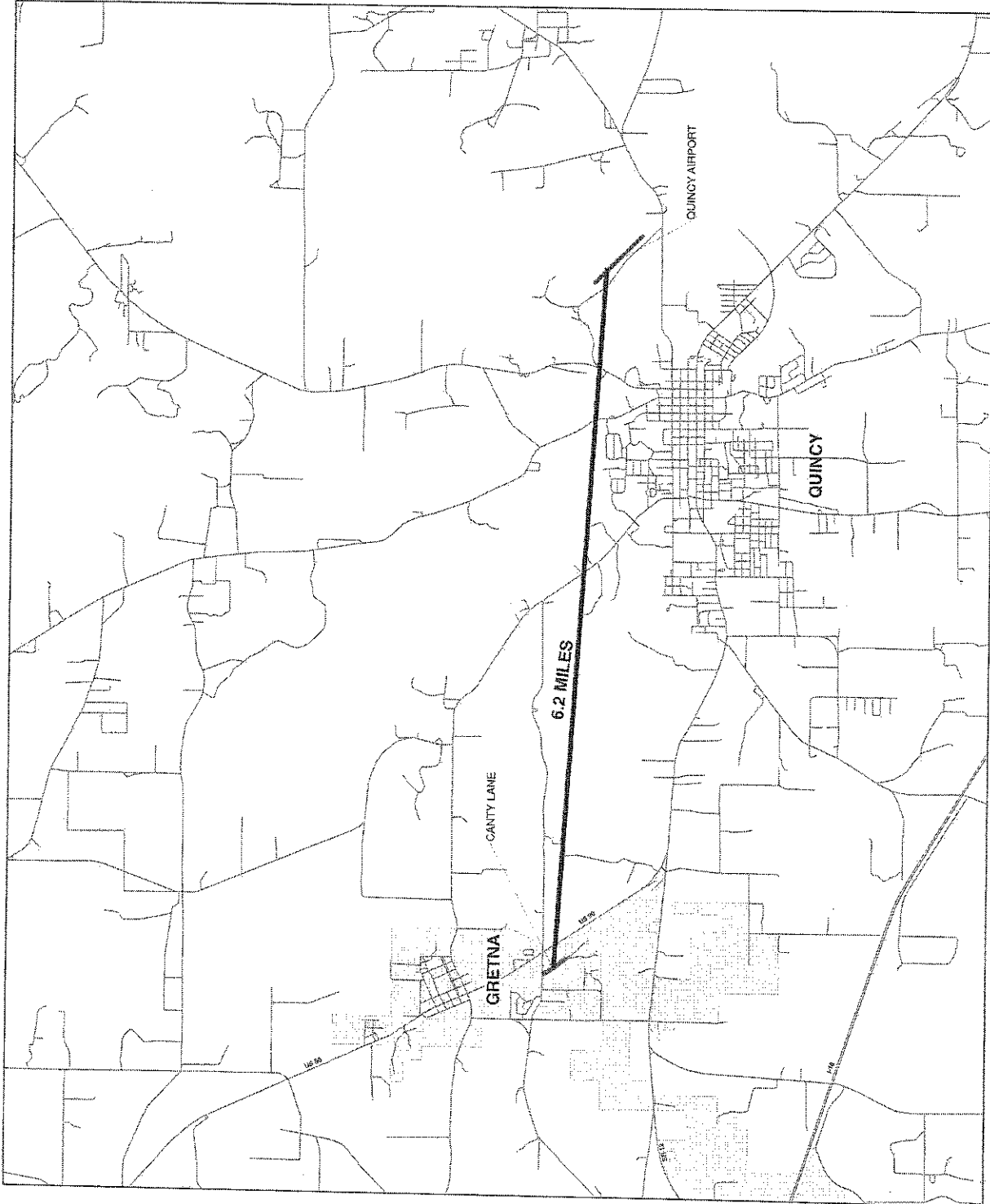
AIRPORT MAP



CANTY LANE DISASTER RECOVERY
PRI PROJECT # 228.126



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS





PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

May 6, 2013

Via Email at phyllism@gadsgov.net and Hand Delivery

Mrs. Phyllis Moore
SHIP Coordinator
Gadsden County
9-B E. Jefferson Street
P O Box 1799
Quincy, FL 32351

RE: Canty Lane Disaster Recovery Grant
PRI Project No. 228.126

Dear Mrs. Moore:

Please find enclosed a copy of the Concurrent Notice which needs to run in the next week's paper and a copy of the Environmental Assessment for HUD Funded Proposals and necessary attachments which need to be signed by the Chairman and returned back to our Blountstown office.

If you have any questions, please give me a call at (850) 674-3300.

Sincerely,

PREBLE-RISH, INC

Justin Ford, P.E.
Project Manager

JF/kew

S:\228.126 Canty Lane Disaster Recovery\Correspondence\Moore 5 6 13.doc

20684 Central Avenue East, Suite 1, Blountstown, FL 32424, P (850) 674-3300

Panama City | Port St. Joe | Santa Rosa Beach | Ft. Walton Beach
Freeport | Monticello | Quincy | Crawfordville | Tallahassee
Lake City | Cross City | Marianna | Pensacola | Daphne, AL | Pétion-Ville, Haiti

ATTACHMENT J

April 11, 2013

Via U.S. Mail

FL Dept of Economic Opportunity
Division of Community Development
CDBG Section
107 East Madison Street, MSC-400
Tallahassee, FL 32399-6508

**RE: Cnty Lane Disaster Recovery
Contract No. 12DB-P5-02-30-01-K65
Preble-Rish Project No. 228.126**

Dear Sir or Madam:

This letter is to inform you that the County's Comprehensive Plan is silent regarding all activities proposed for the above referenced project.

If you have any questions or require any additional information, please contact me at 850.875.8659.

Sincerely,

Doug Croley,
Chairman, BOCC



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

May 6, 2013

Via Email at phyllism@gadsgov.net and Hand Delivery

Mrs. Phyllis Moore
SHIP Coordinator
Gadsden County
9-B E. Jefferson Street
P O Box 1799
Quincy, FL 32351

RE: **Canty Lane Disaster Recovery Grant**
PRI Project No. 228.126


Dear Mrs. Moore:

Please find enclosed a copy of the Concurrent Notice which needs to run in the next week's paper and a copy of the Environmental Assessment for HUD Funded Proposals and necessary attachments which need to be signed by the Chairman and returned back to our Blountstown office.

If you have any questions, please give me a call at (850) 674-3300.

Sincerely,

PREBLE-RISH, INC.



Justin Ford, P.E.
Project Manager

JF/kew

S:\228.126 Canty Lane Disaster Recovery\Correspondence\Moore 5 6 13.doc

20684 Central Avenue East, Suite 1, Blountstown, FL 32424, P (850) 674-3300

Panama City | Port St. Joe | Santa Rosa Beach | Ft. Walton Beach
Freeport | Monticello | Quincy | Crawfordville | Tallahassee
Lake City | Cross City | Marianna | Pensacola | Daphne, AL | Péti6n-Ville, Haïti

April 11, 2013

Via US Mail

Ms. Kristina Franklin
FL Dept of Economic Opportunity
CDBG Section
107 East Madison Street, MSC-400
Tallahassee, FL 32399

**RE: City of Chattahoochee – 2010 CDBG
Contract No. 11DB-C5-02-30-02-N28
Preble-Rish Project No. 674.010**

Dear Ms. Franklin:

Please find enclosed the Environmental Assessment for HUD Funded Proposals and necessary attachments for the above referenced project.

Please do not hesitate to contact me should further documentation, clarification or information be required to transmit to your office.

Sincerely,

PREBLE-RISH, INC.

Justin Ford, P.E.
Project Manager

JF/kew

cc: Mrs. Phyllis Moore, SHIP Administrator, Gadsden County

S:\228.126 Canty Lane Disaster Recovery\Environmental Review\Franklin 5 6 13.doc

**CONCURRENT NOTICE
NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

May 6, 2013
Gadsden County
PO Box 1799
Quincy, FL 32351
(850) 875-8659

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by Gadsden County.

REQUEST FOR RELEASE OF FUNDS

On or about June 3, 2013 Gadsden County will submit a request to the Florida Department of Economic Opportunity for the release of Community Development Block Grant funds under Title I of the Housing and Community Development Act, as amended, to undertake a project to make improvements to Canty Lane in Gretna, FL. Canty Lane currently experiences flooding during and after periods of significant rainfall, preventing ingress and egress of the residents along Canty Lane. The total project cost is estimated at \$98,249.

FINDING OF NO SIGNIFICANT IMPACT

Gadsden County has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at 9-B East Jefferson St, Quincy, FL 32353 and may be examined or copied weekdays 8 A.M to 5 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to Gadsden County. All comments must be received by June 3, 2013. Comments will be considered prior to Gadsden County requesting a release of funds. Comments should specify which notice they are addressing.

RELEASE OF FUNDS

Gadsden County certifies to the Florida Department of Economic Opportunity and HUD that Douglas M. Croley in his capacity as Chairman of the Board of County Commissioners consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Gadsden County to use the CDBG funds.

OBJECTIONS TO RELEASE OF FUNDS

DEO will accept objections to its release of fund and Gadsden County certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of Gadsden County; (b) Gadsden County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by the State; or (d)

another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to the Florida Department of Economic Opportunity, CDBG Program, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4120. Potential objectors should contact Gadsden County to verify the actual last day of the objection period.

Douglas M. Croley, Chairman

Board of County Commissioners Agenda Request

Date of Meeting: May 21, 2013

Date Submitted: May 08, 2013

To: Honorable Chairman and Members of the Board

From: Robert Presnell, County Administrator
Anthony Matheny, Planning & Community Development Director

Subject: Approval of "Offer to Contract" – Economic Development Florida Small Cities Community Development Block Grant, Contract #: 13DB-OI-02-30-01-E 10 and for the Chair to Sign and Execute All Contract Documents Prior to June 11, 2013 Submittal to Department of Economic Opportunity

Statement of Issue:

This agenda item requests approval of the "Offer to Contract" – Economic Development Florida Small Cities Community Development Block Grant, Contract #: 13DB-OI-02-30-01-E 10 and for the Chair to sign and execute all contract documents prior to the June 11, 2013 submittal to the Department of Economic Opportunity (DEO). The grant award is in the amount of \$385,081. The award is subject to all conditions included in the attachments herein. The grant monies will be used for the installation of sewer lines and lighting and paving of access roads for a proposed Assisted Living Facility (ALF) named Gussie's Garden, which will be owned and operated by Mr. Charlie Harris. The facility will be built on Mr. Harris' property located on Highway 90 west, just outside of Quincy. The property previously housed Sirrah Mini Storage, which is being converted in the proposed ALF.

Background:

A conceptual plan for Gussie's Garden Inn ALF was approved by the Gadsden County BOCC on March 1, 2005. Mr. Harris is in the process of converting his former mini storage building into an Assisted Living Facility which will house forty-eight (48) clients. The site is now serviced by septic. The facility will be required to connect to City of Quincy sewage. This connection requirement will cause an undue financial hardship on Mr. Harris and therefore he requested County staff to pursue a CBDG Economic Development grant to provide the infrastructure to his business. DEO issued an "Offer to Contract" letter to the County on April 12, 2013. The County is eligible for a \$385,081 grant, if all contract obligations are met and a complete contract package is submitted to DEO no later than June 11, 2013.

Analysis:

Grant funding will be utilized for infrastructure improvements at the existing Sirrah Mini Storage site located off of Highway 90 West. Improvements shall include the installation of sewer lines, lighting and paving of access roads. Per DEO, the project will be required to create a minimum of 12 new jobs, with at least 7 positions being available to low and moderate income residents.

County staff has issued RFPs for grant administration and engineering. RFPs were due to the County no later than Thursday, May 09, 2013.

As of the date of this agenda item submittal, no documents have been received from the Participating Party (Mr. Harris). Among the items that the Participating Party must submit to County staff prior to the June 11, 2013 deadline are an Underwriting Analysis and Proof of Project Financing for construction of the ALF.

Fiscal Impact:

If funded, the infrastructure improvement will be paid 100% from grant funds. There will be staff time devoted to the grant administration process, which will involve the County securing a consultant to apply for the grant. If the Participating Party meets all job creation requirements, the economic impact in the community could be substantial.

Options:

- Option 1 Approval of "Offer to Contract" – Economic Development Florida Small Cities Community Development Block Grant, Contract #: 13DB-OI-02-30-01-E 10 and for the Chair to Sign and Execute All Contract Documents Prior to June 11, 2013 Submittal to Department of Economic Opportunity

- Option 2 Denial of "Offer to Contract" – Economic Development Florida Small Cities Community Development Block Grant, Contract #: 13DB-OI-02-30-01-E 10 and for the Chair to Sign and Execute All Contract Documents Prior to June 11, 2013 Submittal to Department of Economic Opportunity

- Option 3 Discretion of the Board

County Administrator Recommendation:

Option 3

Attachments:

- 1. "Offer to Contract" Letter from DEO Letter
- 2. Subgrant Agreement
- 3. Participating Party Agreement
- 4. Civil Rights Profile Sheet

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

April 12, 2013

The Honorable Douglas M. Croley
Chairman, Gadsden County Board of County Commissioners
Post Office Box 1799
Quincy, Florida 32353

RE: Offer to Contract – Economic Development
Florida Small Cities Community Development Block Grant
Contract Number: 13DB-OI-02-30-01-E 10

Dear Chairman Croley:

The Department of Economic Opportunity is pleased to inform you that your FFY 2012 Community Development Block Grant (CDBG) application is within the fundable range for a grant award and that funds are reserved for Gadsden County. I congratulate you for a grant application that addresses your community's economic development needs, especially those of low- and moderate-income households.

On Thursday, April 11, 2013, we emailed an electronic copy of the Award Agreement for your review and signature, along with five enclosures. Within 60 calendar days of when you receive this letter, you must send the Department two locally executed Agreements, with original signatures and the required submissions listed in Enclosures A and B. Please send the executed agreements to the Department at 107 East Madison Street, MSC – 400, Tallahassee, Florida, 32399-6508. Under Rule 73C-23.0041(11)(i)6., Florida Administrative Code (F.A.C.), you will lose this funding reservation if you fail to deliver the required documents by 5:00 p.m. on the 60th calendar day.

The Department's funding offer is **\$385,081.00**. The offer is subject to the terms set forth in Rule 73C-23.0041, F.A.C., as well as the conditions listed in Enclosure B to this letter. This offer is based on the participating party creating at least 12 new jobs with at least 7 positions being available to low- and moderate-income residents.

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

Contract Number: 13DB-OI-02-30-01-E 10

CFDA Number: 14.228

Rule Chapter: 73C-23, Florida Administrative Code

Effective: June 6, 2010

FFY 2011 FEDERALLY-FUNDED SUBGRANT AGREEMENT

Economic Development

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and **Gadsden County** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) **SCOPE OF WORK**

The Recipient shall perform the work in accordance with the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment I of this Agreement; and the Florida Small Cities Community Development Block Grant (CDBG) Application submitted by the Recipient on **October 3, 2012**, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

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

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

(3) **PERIOD OF AGREEMENT**

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or 2 CFR 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either 2 CFR 225, "Cost Principles for State, Local and Indian Tribal Governments," 2 CFR 220, "Cost Principles for Educational Institutions," or 2 CFR 230, "Cost Principles for Non-Profit Organizations."

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

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

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

The Department of Economic Opportunity at each of the following addresses:

Department of Economic Opportunity
Office of Inspector General
107 East Madison Street – MSC 130
Tallahassee, Florida 32399-6508
and

Department of Economic Opportunity
Florida Small Cities Community Development Block Grant Program
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

[also send an electronic copy to cdbg@deo.myflorida.com]

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

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

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

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

Department of Economic Opportunity
Office of Inspector General
107 East Madison Street – MSC 130
Tallahassee, Florida 32399-6508
and

Department of Economic Opportunity
Florida Small Cities Community Development Block Grant Program
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

[also send an electronic copy to cdhg@deo.myflorida.com]

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

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

(7) REPORTS

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

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

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

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take

other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment I of this Agreement; and the CDBG Application submitted by the Recipient.

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

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

(8) MONITORING

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

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

(9) LIABILITY

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

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

(10) DEFAULT

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

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

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

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

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

(11) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION

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

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

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

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

(13) NOTICE AND CONTACT

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

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

Steve Fellerman, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8416 – Fax: (850) 922-5609
Email: Steve.Fellerman@deo.myflorida.com

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

Mr. Anthony Matheny
Director of Growth Management, Gadsden County
9 East Jefferson
Quincy, Florida, 32351
Telephone: (850) 875-8663 - Fax: (850) 875-7280
Email: amatheny@gadsdencountyfl.gov

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments (check all that are applicable):

- Exhibit I – Funding Sources
- Attachment A – Program Budget
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping (N/A)
- Attachment D – Reports
- Attachment E – Justification of Advance (N/A)
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances (N/A)
- Attachment I – Activity Work Plan
- Attachment J – Program and Special Conditions
- Attachment K – Civil Rights Compliance Assurance
- Attachment L – Signature Authorization Form

(17) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **\$385,081.00**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the Program Budget, Attachment A of this Agreement, and the Subgrant Application.

(c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipients set forth on the Signature Authorization Form, Attachment L to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Subgrant Application as originally submitted that relate to preparation of the Subgrant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

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

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to the Department at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

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

(19) MANDATED CONDITIONS

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

Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

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

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

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Contract Number: 13DB-01-02-30-01-E 10

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

Gadsden County

Department of Economic Opportunity

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

Name: Douglas M. Croley

Name: Ken Reecy

Title: Chairman

Title: Assistant Director,
Division of Community Development

Federal Tax ID#: 59-6000616-067

DUNS#: 060237690

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the parties

Office of the General Counsel

Department of Economic Opportunity

By: _____

Approved Date: _____

EXHIBIT – 1

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

Separately list the following information for each federal program from which the resources awarded to the Recipient originate:

	Florida Small Cities Community Development Block Grant Program
Federal agency	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance title:	Community Development Block Grants/State's Program and Nonentitlement Grants
Catalog of Federal Domestic Assistance #:	14.228
Award amount:	\$385,081.00

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

Separately list each applicable compliance requirement (eligible activities, service, or commodities; eligible recipients; etc.) and specify to which federal program each requirement applies:

Compliance Requirement	Program
1. <i>The Recipient will fully perform the obligations in accordance with the Program Budget, Attachment A of this Agreement, the subgrant application incorporated herein by reference, and 24 C.F.R., Subpart I, Sections 570.480 – 570.497.</i>	Small Cities CDBG
2. <i>The Recipient shall be governed by 290.401-409, F.S., Rule 73C-23, F.A.C. and Federal Laws, rules and regulations, including but not limited to those identified in Attachments B and J.</i>	

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: For federal programs included in Exhibit 1, Section .400(d) of OMB Circular A-133, as revised, and for state projects included in Exhibit 1, Section 215.97(5)(a), Florida Statute requires the information in Exhibit 1 to be provided to the Recipient.

ATTACHMENT A
Program Budget

Department of Economic Opportunity – Small Cities Community Development Block Grant Program
ATTACHMENT A – Program Budget

Recipient: Gadsden County Modification Number: na Contract Number: 13DB-OI-02-30-01-E 10

Activity Number	Activity		Accomplishments			Beneficiaries			Budget				
	Description	Unit	Number	LMI	VLI	Total	CDBG Amount	Subtotal of Activity ¹	Other Funds ²	Source Number ²	Program Income		
14A	Administration						\$33,520.00						
17B	Sewer Lines	L.F.	2,252	7		12	\$295,766.00						
17B	Fire Protection	F.H.	1	7		12	\$3,000.00						
17B	Natural Gas Line	L.F.	2,252	7		12	\$20,835.00						
17B	Engineering						\$31,960.00						
17B	Subtotal of 17B Activities							\$351,561.00					
18A	Building and Equipment								\$250,000.00				
Totals							\$385,081.00		\$250,000.00				

¹ For an activity number that has multiple functions (for example, 03J-Sewer Lines, 03J-Hookups and 03J-Water Lines, add a line 03J-Subtotal and then add up the amounts and show it in the subtotal column).

² Show the sources and amounts of "Other Funds" below and show the Source Number in column 11.

1. Gussie's Garden ALF \$ _____
2. _____ \$ _____
3. _____ \$ _____
5. _____ \$ _____
6. _____ \$ _____

ATTACHMENT B

State and Federal Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

State and Federal Statutes and Regulations

1. Community Development Block Grant, 24 CFR Part 570, Subpart I;
2. Florida Small and Minority Business Act, §288.702-288.714, Florida Statutes;
3. Administrative Requirements for Grants, 24 CFR Part 85;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, Florida Statutes;
8. Rule Chapter 73C-23, Florida Administrative Code;
9. CDBG Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. Environmental Review Procedures 24 CFR Part 58;
13. Environmental Criteria and Standards 24 CFR Part 51;
14. Floodplain/Wetland Management 24 CFR Part 55 and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
15. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this act;
16. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800) and other provisions of law which further the purpose of this act;
17. Preservation of Archaeological and Historical Data Act of 1966;
18. Florida Coastal Zone Protection Act, §161.52-161.58, Florida Statutes;
19. Reservoir Salvage Act;
20. Safe Drinking Water Act of 1974, as amended;
21. The Federal Water Pollution Control Act of 1972, as amended (33 USC, §1251 et. seq.);
22. Clean Water Act of 1977;
23. Davis – Bacon Act – sets requirement for paying prevailing wages on Federally funded projects;
24. Contract Work Hours and Safety Standards Act of 1962, 40 USC §327 et. seq.;
25. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 USC, §6901 et. seq.);
26. Architectural Barriers Act of 1968, 42 USC 4151;
27. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
28. Federal Fair Labor Standards Act, 29 USC, §201 et. seq.;
29. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
30. Copeland Anti-Kickback Act of 1934;
31. Hatch Act of 1939, as amended;
32. Title IV Lead-Based Paint Poisoning Prevention Act (42 USC, §1251 et. seq.);
33. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
34. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.

ATTACHMENT C
Recordkeeping

N/A

ATTACHMENT D

Reports

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. A Quarterly Progress Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
3. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine (9) months from the end of the Recipient's fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
6. Request for Funds must be submitted as required by the Department of Economic Opportunity.

ATTACHMENT E
Justification of Advance Payment

N/A

ATTACHMENT F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason [See 24 CFR §85.36(d)(2)(ii)E].

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

ATTACHMENT G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

(Sub-Contractor's Name)

(Recipient's Name)

(Authorized Signature) Date: _____

(Print Name and Title)

13DB-OI-02-30-01-E 10

(DEO Contract Number)

(Street Address)

(City, State, Zip)

ATTACHMENT H
Statement of Assurances

N/A

ATTACHMENT I
Activity Work Plan

ATTACHMENT I – Activity Work Plan

Recipient: Gadsden County

Date Prepared:

Project Budget: \$385,081.00

Contract Number: 13DB-OI-02-30-01-E 10

Modification Number: NA

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End." <i>Examples of Actions: Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100%), Complete Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, and Number of Houses Rehabilitated.</i>	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
July 2013	Oct 2013	Procurement of Administrator and Engineer			
July 2013	Oct 2013	Completion of Environmental Review			\$5,000
Oct 2013	June 2014	Request Wage Decision			\$2,500
July 2014	Oct 2014	Submission of Plans and Specifications		\$15,000	\$7,500
Oct 2014	Nov 2014	Advertise for Bids for Construction / Pre-Bid			\$2,500
Dec 2014	Jan 2015	Submission of MBE/WBE & Section 3 Documentation Request Contractor Clearance			
Jan 2015	Feb 2015	Contract Award and Notice to Proceed Begin Construction			\$2,500
Feb 2015	Apr 2015	Construction 33%	750 LF 750 LF	\$112,187	\$2,500
Apr 2015	June 2015	Construction 66%	1500 LF 1500 LF	\$112,187	\$2,500
June 2015	July 2015	Construction Completed - Engineer's As-Built Drawings and Engineer's Certification of Completion	2252 LF 2252 LF	\$112,187	\$2,500
June 2015	July 2015	Participating Party Creates and Documents the Creation of 12 Jobs of which 7 are held by LMI	12FTE/7LMI		\$2,500
July 2015	Aug 2015	Submission of Administrative Closeout			\$3,520

Note: More than one activity may be included per form.

Participating Party Activity Work Plan

Recipient: Gadsden County

Date Prepared:

**Participating Party's Budget:
\$250,000.00**

Contract Number: 13DB-OI-02-30-01-E10

Modification Number: NA

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End." <i>Examples of Actions: Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100%), Complete Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, and Number of Houses Rehabilitated.</i>	# Units to be completed by "Date End"	Proposed \$\$ to be Expended by "Date End"
July 2013	Sept 2013	Begin Renovation of ALF Facility		
Sep 2013	Apr 2014	33% Complete with Renovation of ALF Facility		\$83,333
Apr 2014	Nov 2014	66% Complete with Renovation of ALF Facility Decision		\$83,333
Nov 2014	June 2015	100% Complete with Renovation of ALF Facility	2 BU	\$83,334
June 2015	July 2015	Participating Party Creates and Documents the Creation of 12 Jobs of which 7 are held by LMI	12FTE/7LMI	

Note: More than one activity may be included per form.

Charlie J. Harris, President
Gussie's Garden Inn, Inc.

Douglas M. Croley, Chairman
Gadsden County Board of County Commissioners

Date

Date

ATTACHMENT J

Program, Category Specific, and Special Conditions

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Program Budget) and Attachment I (Activity Work Plan).
2. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Subgrant Application submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
3. For each procured and executed professional services contract for which CDBG funding will be requested, the Recipient shall submit a copy of the following procurement documents:
 - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. Commission minutes approving contract award;
 - g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
 - h. Contract (signed or proposed);
 - i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$195,000;
 - j. If a protest was filed, a copy of the protest and documentation of resolution;
 - k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.
1. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information; and
- m. If professional services procurement will not be undertaken, advise the Department in writing no later than 90 days from the effective date of this agreement.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed five thousand dollars (\$5,000), and for Economic Development Grants, not to exceed eight thousand dollars (\$8,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall complete the following:

- a. Submit and obtain the Department's approval of the documentation required in paragraph 3 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
 - b. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions.
5. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 73C-23.0031(1), Florida Administrative Code.
6. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.
7. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
8. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4).
9. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
11. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).
12. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
 - a. The property may contain lead-based paint;

- b. The hazards of lead-based paint;
 - c. The symptoms and treatment of lead poisoning;
 - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
 - e. The need for and availability of blood lead-level screening for children under seven years of age; and
13. The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
 14. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
 15. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
 16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
 17. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
 18. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
 19. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

For Economic Development Grants Only

1. The Recipient shall enter into a Participating Party Agreement with the Participating Party in accordance with the terms of this Agreement. Said Participating Party Agreement shall provide in part that The Participating Party agrees to perform the specific activities described in the Subgrant Application. Such Participating Party Agreement shall include at a minimum the following provisions:
 - a. The Participating Party shall create and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs made available to members of low or moderate income families as specified in the Subgrant Application Forms E-3 (if applicable for retention) and E-4 and on Attachment A to this Agreement. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Subgrant Application and on Attachment A to this Agreement are created and/or retained, fifty-one percent (51%) of those jobs shall be made available to members of low and moderate income families. These jobs shall be created and/or retained no later than the termination date of this Agreement, as it may be amended. Documentation shall be the Florida Small Cities CDBG Program Household Income Verification Form or its equivalent for each job created and/or retained and a certified payroll that verifies that the jobs documented on the forms were employed at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by The Participating Party for a period of six (6) years following the completion of review and clearance of a final audit for this Agreement;
 - b. The Participating Party must comply with Chapter 119, Fla. Stat., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Participating Party in conjunction with this Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, Fla. Stat. is an act of default and shall be cause for the unilateral cancellation of the Participating Party Agreement and this Agreement;
 - c. The failure of the Participating Party to create or cause to be created and/or retain or to satisfactorily document the creation and/or retention of the agreed upon number of jobs to be made available to members of low or moderate income families, or to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Application, shall be an act of default under the Participating Party Agreement. The Recipient and the Grant Participating Party will define acts of default in the Participating Party Agreement to include the foregoing as an act of default;
 - d. The Participating Party shall provide or cause to be provided such training to members of families of low and moderate income as may be necessary to equip them with the skills required for them to obtain and retain the jobs to be created and/or retained;
 - e. The Participating Party shall expend at a minimum, after the date of the site visit, the amount of leverage referenced on Form L-1 and on Attachment A to this Agreement. The funds are to be expended on construction, and the Participating Party will furnish documentation of expenditures. This documentation shall be provided to the Recipient in a form and content satisfactory to the Department that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Subgrant Application. This documentation shall be provided to the Recipient as the expenditures occur;
 - f. The Participating Party shall construct or cause to be constructed one or more buildings, which shall accommodate at a minimum the facility described in the Subgrant Application (the "Participating Party Facility"). The buildings shall remain titled in the name of the Participating Party until such time as all requirements in paragraph 1a of Attachment C, Section II: Program Conditions have been satisfied;

- g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 33%, 66% and 100% complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be made a part of Attachment I, Activity Work Plan, of this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement;
 - h. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. These reports shall be delivered to the Recipient no later than the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
 - i. The Participating Party shall also notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;
 - j. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;
 - k. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the "Participating Party Facility" within the time frame specified in the Participating Party Schedule;
 - l. That prior to execution of the Participating Party Agreement the Department must approve in writing the form and content of the Participating Party Agreement and any amendments thereto. The right of approval granted to the Department with respect to the Participating Party Agreement between the Recipient and The Participating Party shall survive the term of this Agreement. The Department does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
 - m. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Award Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
 - n. The Participating Party shall utilize the service of the local workforce board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
2. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG funds. New businesses that would otherwise not be able to locate and existing business that are now able to expand or create new jobs because of the availability of infrastructure must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that fifty-one (51%) percent of all new full-time equivalent jobs are taken by or made available to low and moderate income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one year following the completion of the CDBG funded infrastructure, whichever comes first.

3. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity as defined on Attachments A and I of this Agreement.
4. The Department will allow the Recipient to seek reimbursement for administrative, Subgrant Application preparation costs, preliminary and design engineering expenses incurred prior to the date of the Agreement. Reimbursement will be allowed only for those engineering activities undertaken by the Recipient and engineering expenses incurred by the Recipient after the date of the site visit. No reimbursement will be allowed for any engineering cost that would be approvable as a post-agreement expense for resident inspection (or observation), for any "Section D" expenses, or for expenses incurred by any entity other than the Recipient. Should this Agreement not be executed by the Department, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
5. The Recipient shall design or cause to be designed and construct or cause to be constructed only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of The Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.
6. This project must meet Public Benefit Standards by having a cost per job (grant amount divided by total jobs created) of less than \$35,000. For each contracted job (see Attachment A) not created, the Recipient shall repay the Department \$35,000.
7. This job creation project must meet a National Objective by at least 51% of all jobs created being held by persons from Low to Moderate Income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG funds drawn down.

Special Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within 180 days of the subgrant award, the Recipient shall complete the following activities:
 - a. Submit the environmental assessment for review and obtain the release of funds;
 - b. Request approval for all professional service contracts;
 - c. Submit an initial request for funds for administration, if applicable;
 - d. Request wage decision(s) for anticipated construction activities;
 - e. For Housing subgrants, beneficiaries shall be identified; and
 - f. For Commercial Revitalization subgrants, identify all facades to be renovated.

If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to the Department. The Department shall rescind any subgrant for which the Recipient has not completed activities a-f if it cannot provide adequate justification for the delay.

2. If necessary, The Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

ATTACHMENT K
Civil Rights Compliance Assurance

Fair Housing

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will "affirmatively further fair housing" in its community. A recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all federally protected classes [race, color, familial status, handicap, national origin, religion, and sex];
- 2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken, and
 - d) The end results of referrals to other agencies, when applicable;
- 5) Conduct at least one fair housing activity each quarter. Identical activities shall not be conducted in consecutive quarters. (See examples below.), and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as an activity.)

The fair housing contact person is expected to have received training so that they can handle fair housing phone inquiries or to refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- 1) Define where discriminatory practices are occurring,
- 2) Help the community measure the effectiveness of its outreach efforts, and
- 3) Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Presentations at schools, civic clubs, and neighborhood associations,
- Distributing fair housing materials at libraries, fairs, and businesses,
- Print a fair housing notice on utility bills mailed to residents, and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Recipients shall document the fair housing activities and include information about the activities in the comment section of their quarterly report.

Equal Employment Opportunity

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;

- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken;

Each recipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The recipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website: <https://vendorstrator.dms.myflorida.com/directory>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken.

The Section 504 prohibitions against discrimination (See 45 CFR Part 84.) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless

shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

Section 3 Clause.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Statutes

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR §570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR §570.490(b) – Recordkeeping Requirements;
6. 24 CFR §570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Non-discrimination; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Gadsden County shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ Date: _____
(Authorized Signature)

Name: Douglas M. Croley

Title: Chairman

ATTACHMENT L
Signature Authorization Form

Attachment L - Signature Authorization Form

8/14/2012

Submit an original Signature Authorization form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.

Recipient Name: Gadsden County FL		13DB-OI-02-30-01-E 10		Funding Source: <input checked="" type="checkbox"/> Small Cities CDBG <input type="checkbox"/> Disaster <input type="checkbox"/> NSP	
Mailing Address (Street or P.O. Box): 1 B East Jefferson Street				Local Government DUNS #: 060237690	
City, State, and Zip Code: Quincy, FL 32351				FEID #: 59-6000616-067	
Project Contact Person: Anthony Matheny		Telephone Number: (850) 875-8663 Ext: 8663		E-mail Address: amatheny@gadsdencountyfl.gov	
Financial Contact Person: Connie McLendon		Telephone Number: (850)875-8601 Ext: 257		E-mail Address: conniem@gadsdenclerk.com	
Other Local Government Contact: Sonya Burns		Telephone Number: (850) 875-8659 Ext: 8659		E-mail Address: sburns@gadsdencountyfl.gov	
Requests for Funds (RFFs) require (check one): <input type="checkbox"/> one signature <input checked="" type="checkbox"/> two signatures of individuals authorized below. RFFs must be submitted via the Department's website at http://ecdbg.doe.myflorida.com/ (or by an alternative means specified by the Department). CDBG Phone Number: (850) 717-8405					
Name Typed: Connie McLendon		Date: _____		Signature _____	
<input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: conniem@gadsdenclerk.com			
Name Typed: Sonya Burns		Date: _____		Signature _____	
<input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: sburns@gadsdencountyfl.gov			
Name Typed:		Date: _____		Signature _____	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address:			
Name Typed:		Date: _____		Signature _____	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address:			
I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically.					
Typed Name: Douglas M. Croley		Date: _____		Signature _____	
<input type="checkbox"/> Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input checked="" type="checkbox"/> Check here if your local government will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a <u>housing rehabilitation</u> grant, check here if your local government will use an escrow account for housing activities.					
CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/ .					
Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.					
Name of Financial Institution: Capital City Bank				Account Number: 6680840301	
Address: 4 East Washington Street				Telephone Number: (850)875-1000	

13-43

Attachment L - Signature Authorization Form

8/14/2012

City, State and Zip Code: Quincy, FL 32351

**PARTICIPATING PARTY AGREEMENT
GADSDEN COUNTY BOCC /GUSSIE'S GARDEN INN, INC.,
UNDER THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

Gadsden County Board of County Commissioners (hereinafter referred to as "the Recipient") along with **Gussie's Garden Inn, Inc. "Assisted Living Facility"**, (hereinafter referred to as "the Participating Party"), enter into this agreement effective as of this ____ day of May, 2013 to implement the requirements of the **Community Development Block Grant ("CDBG")** Program, and hereby mutually agree as follows:

1. The application to the Florida Department of Economic Opportunity for CDBG grant assistance and the CDBG Sub Grant Agreement between the Recipient and the Florida Department of Economic Opportunity (hereinafter referred to as the "Department"), Contract Number: 13DB-01-02-30-01-E 10 are attached as Exhibit "A" and incorporated by reference into this Agreement. The Participating Party shall comply with all provisions of the application and CDBG Sub Grant Agreement to the extent such provisions are applicable to the Participating Party.
2. The Participating Party shall develop a schedule for construction activities and hiring of employees. This schedule shall identify, at a minimum, the start date for construction of its facility or facilities; the dates by which such construction will be 33%, 66% and 100% complete; the date that hiring of employees will begin, and the date by which all employees will be hired. These same Participating Party milestones shall be made an attachment to this Participating Party Agreement, and shall be made a part of Attachment I ("Activity Work Plan") of the CDBG Sub Grant Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement and the CDBG Sub Grant Agreement, as that term is defined in Rule 73C-23.0031 (28).
3. The Participating Party shall execute and be bound by all documents in such form and substance as the Recipient or the Department may reasonably require for the Recipient and the Participating Party to comply with the terms and conditions of the CDBG Sub Grant Agreement. Such documents may impose reasonable material covenants, terms, conditions, obligations, or other requirements on the Participating Party and the Guarantors in addition to, but not inconsistent with, those set forth herein.
4. The Participating Party shall rehabilitate or cause to be rehabilitated the Gussie's Assisted Living facility, which shall accommodate at a minimum the facility described in the Gussie's ALF Application. The Land, Building and Developed Site shall remain titled the name of the Participating Party and shall be utilized as an assisted living facility until such time as all of the requirements in this agreement have been satisfied.
5. The Participating Party shall commence rehabilitation and furnish to the Recipient evidence of their commencement of rehabilitation of the Gussie's ALF within the time frame specified in the Participating Party Schedule (milestones).
6. The Participating Party shall expend, at a minimum, after the date of the site visit, the amount of leverage (\$250,000) referenced on the Sources and Uses of Funds Form L1 and L2 and on Attachment A to the CDBG Sub Grant Agreement. These funds are to be expended at the project location on the Gussie's Garden Inn facility as described in the Application. The Participating Party will furnish documentation of its expenditures as stated in the Application, the Program Budget and Scope of Work, and the Work Plans. This documentation shall be provided to the Recipient in a form and content satisfactory to the Department that allows accurate ready comparison between expenditures and related activities as defined on the Total Funds Required for CDBG Project Form E-2. This documentation shall be provided to the Recipient as expenditures occur.

7. The Participating Party shall create and satisfactorily document the creation of at least Twelve (12) full-time equivalent permanent net new jobs, of which at least seven (7) full-time equivalent permanent net new jobs are to be for members of low or moderate income households, as specified in the Application. If more than (12) full-time equivalent permanent net new jobs are created, fifty-one percent (51%) of those jobs shall be made available to members of low and moderate income families. These jobs shall be created no later than the termination date of the CDBG Sub Grant Agreement, as it may be amended. Documentation shall be the Florida Small Cities CDBG Program Household Income Verification Form (Form I-2) or its equivalent for each created job as well as documentation, in a form acceptable to the Department that verifies all of the individuals for which Household Income Verification Forms are being provided were employed simultaneously at a specified moment in time. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one year following the completion of the CDBG funded infrastructure, whichever comes first. The documentation of the creation of these jobs shall be retained by the Participating Party for a period of six (6) years following the final closeout of the CDBG Subgrant Agreement.
8. The Participating Party shall satisfactorily document the creation of any additional created new jobs that were created as a result of the CDBG funded infrastructure improvements as well as the retention of those jobs originally committed to by submitting to the Recipient a Florida Small Cities CDBG Household Income Verification Form and payroll verification documentation for each newly created job. These requirements shall be in place until the Administrative Closeout of the CDBG Sub Grant Agreement.
9. The Participating Party shall utilize the Gadsden County School Vocational programs to provide or cause to be provided such training to persons who are members of low and moderate-income households, as may be necessary to equip them with the skills required for them to obtain and retain the jobs to be created.
10. The Participating Party shall notify the Recipient in writing when it begins hiring the required jobs and when it has completed hiring the required jobs.
11. The Participating Party shall utilize the service of the local workforce board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the Recipient. Preference should be given to Gadsden County residents.
12. The Participating Party attests that the assisted living facility activity will not result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;
13. The Participating Party certifies from that neither it, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant job loss as defined in 24 CFR 570.210; and
14. The Participating Party agrees to reimburse the County any CDBG assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 CFR 570.210.
15. The failure of the Participating Party to create or to cause to be created or to satisfactorily document the creation of the agreed upon total number of jobs or the number of jobs to be made available to members of low or moderate income families, or for the Participating Party to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Application (\$250,000), shall be an act of default under this Participating Party Agreement and shall subject the

Party and Guarantors to all remedies allowed by law, equity and this agreement. In the event the Participating Party does not perform its duties under this Participating Party Agreement, constituting a default, which requires the County to pay CDBG funds back to the Department; the Participating Party shall reimburse the County all such funds paid to the Department within a thirty-day period.

16. That, if requested by the Recipient, the Participating Party shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient or the Department may reasonably require as it relates specifically to the conditions of the grant.
17. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in this Participating Party Activity Work Plan. These reports shall be delivered to the Recipient no later than the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
18. The Participating Party shall comply with Chapter 119, Fla. Stat., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Participating Party in conjunction with this Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, Fla. Stat. is an act of default and shall be cause for the unilateral cancellation of the Participating Party Agreement and this Agreement.
19. The Participating Party, notwithstanding any other provision hereof to the contrary, shall comply with all applicable local, state and federal statutes, laws, rules, regulations or other requirements of Gadsden County BOCC, it's agencies and instrumentalities, and the State of Florida, it's agencies and instrumentalities, and the United States of America, and it's agencies and instrumentalities.
20. This Participating Party Agreement and any amendments thereto, must be approved by the Department as to form and content prior to execution. Upon the approval of the Department, The Participating Party Agreement shall be immediately executed, and a copy shall be mailed to the Department. The right of approval granted to the Department with respect to changes in the Participating Party Agreement shall survive the term of this Agreement. The Department does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval.
21. This Agreement shall terminate and no longer be binding on the Participating Party upon the occurrence of all of the following: (a) the Participating Party satisfies the Hiring Requirement; (b) the Participating Party satisfies the Expenditure Requirement; (c) the Participating Party documents compliance with the Hiring Requirement and the Expenditure Requirement as set forth herein; and, (d) Recipient closes out the CDBG Sub Grant Agreement with the Department [items (a), (b) and (c) are collectively referred to herein as the "PPA Requirements"]. Once the Participating Party satisfies the PPA Requirements and completes a final submission of the required job creation documentation, due twelve (12) months following the CDBG Sub Grant Agreement Administrative Closeout, the Participating Party shall deliver written notice thereof to the Recipient ("the Participating Party's Termination Notice"). Upon receipt of the Participating Party's Termination Notice, the Recipient shall promptly attempt to verify that the Participating Party has satisfied the PPA Requirements and, in the event that the Recipient determines that the Participating Party has satisfied the PPA Requirements, the Recipient shall immediately provide the same documentation to the Department for review. In the event, however, that the Recipient determines that the Participating Party has not satisfied the PPA Requirements, the Recipient shall notify the Participating Party in writing of its conclusion (including the specific grounds for such conclusion). In the event that the Department concludes that the Participating Party

has not satisfied the PPA Requirements a notice will be made to the Recipient and the Recipient will then notice the Participating Party of the deficiencies. In the event that the Department determines that the documentation provided is sufficient to satisfy the PPA Requirement, the Department shall issue the Recipient a "Letter of Compliance." The Recipient will provide a copy of the Department's "Letter of Compliance" to the Participating Party, which shall terminate this Agreement.

22. Any extension of the CDBG Sub Grant Agreement pursuant to Fla. Admin. Code Rule 73C-23.0051 shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such extension shall not invalidate this provision.
23. For purposes of this Agreement, any notices, records, reports, or papers required to be furnished by the Participating Party to the Recipient shall be delivered to the Offices of the Recipient, 9-B East Jefferson Street, Quincy, Florida 32351.
24. All documentation submitted to the Department by the Participating Party or the Recipient in any form is hereby and will, if submitted after execution hereof, be made a part of this Participating Party Agreement by reference, and it is understood by all parties that the Department relies on this information as a basis for decision making. Should any submission be found to be inaccurate to the extent that it is reasonable to conclude that the Department's decision would have been substantially different had the true and accurate information been available, the Recipient may declare this Agreement to be terminated and require repayment by the Participating Party of any funds expended on the project by the Recipient.
25. The Participating Party's failure to: (a) satisfy the Hiring Requirement; (b) satisfy the Expenditure Requirement, or (c) document compliance with the Hiring Requirement and the Expenditure Requirement in accordance with this Agreement shall constitute a default hereunder and shall subject The Participating Party to all remedies allowed by law.
26. The Participating Party shall post an appropriate Surety Bond on behalf of the Recipient in the full amount of the grant. In the event of Participating Party's default under the terms of this Agreement, Recipient shall be entitled, in addition to all other rights and remedies available under the terms of this Agreement and under law, to recover the full amount of the bond.
27. The Participating Party shall comply with the provisions of Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. Section 794) as it relates to employment discrimination, facility accessibility and the Americans with Disabilities Act.
28. Under the CDBG Sub Grant Agreement between the Recipient and the Department, the Recipient may request amendments to the CDBG Sub Grant Agreement subject to the discretion of the Department. Further, the Recipient is obligated to provide certain reports and data to the Department, and to constantly monitor performance, including the provisions herein. For such purposes, the Participating Party shall cooperate with the Recipient, and its agents including providing access to its premises and operations, and providing any data, reports, inspections, or records as required by the Recipient, and attending any meetings required by the Recipient.
29. The Participating Party shall promptly notify the Recipient, in writing, of any judicial or administrative litigation pending as of closing against it and shall furnish the Recipient with a copy of all pleadings or papers filed with a court or administrative agency as such pleadings or papers are filed.
30. The Participating Party shall allow reasonable access to its records and facilities by the Department or its agents and by any other state or federal agency or their agents asserting

jurisdiction to assess compliance with any condition of the CDBG Sub Grant Agreement including compliance with any applicable state and federal law. The Participating Party shall promptly notify the Recipient as soon as it is informed that any such agency intends to seek access, or otherwise is preparing to access or monitor for compliance.

31. For a period of six years following the final closeout of the CDBG Subgrant Agreement, the Participating Party shall retain all original records to the implementation of this CDBG Economic Development program and to its compliance with the CDBG application and this Agreement. This period of record retention shall be automatically extended by any period of time that the Department extends this CDBG Sub Grant Agreement. If any litigation, claim or audit is started before the expiration of the record retention period otherwise required by this paragraph and extends beyond that period, the records shall be maintained until all litigation, claims or audit findings have been resolved.
32. Should the Recipient fail to enforce the provisions of any obligation specified in this Agreement, the Department may, with thirty (30) days written notice to the Recipient and to the Participating Party, automatically substitute itself for the Recipient in said Agreement for the purpose of enforcing said Agreement and may, at its sole discretion, continue to administer said Agreement, but may exercise such control only in accordance with the terms of this Agreement and the Application.
33. Should the Participating Party exercise its rights under any chapter of the *Federal Bankruptcy Act* or any state insolvency laws or should an involuntary action be commenced against the Participating Party, which shall not be dismissed with sixty (60) days after notice thereof to the Participating Party, the Participating Party shall give notice thereof to the Recipient and such action shall be a default hereunder. The Recipient shall so advise the Department within ten (10) days of the Recipient's receipt of such notice or other information in that regard.
34. Should the Recipient have substantive knowledge of any civil suit against the Participating Party prior to the expiration of this Agreement as amended, the Recipient shall notify the Department within ten (10) days of receipt of such information.
35. Venue for any dispute involving this agreement shall be in the Circuit Court of Gadsden County, Florida. In the event either party seeks to enforce any or all of the terms of this Agreement, the party which prevails by order, judgment, stipulation, decree, settlement, voluntary action or otherwise, shall receive all reasonable attorney's fees and any costs of paralegals, expert consultants and any other expenses of litigation, whether judicial or administrative, including any appeals, from the losing party.
36. The Participating Party shall provide sufficient information to the Recipient so that the Recipient can certify that none of the Recipient's Grant proceeds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of the Grant, any Federal contract, any Federal loan, any Federal grants, or any extension, renewal, modification or amendment thereto.
37. Guarantors join in this Agreement to unconditionally guarantee the timely performance of the Participating Party's duties hereunder.
38. This Agreement is executed in multiple copies, each copy of which shall be deemed an original.
39. The relationship between the Participating Party and the Recipient is such that Participating Party shall be independent contractor for all purposes. Neither the Participating Party nor

any agent or employee thereof shall be an agent or employee of the Recipient for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Participating Party and the Recipient, or between the Recipient and any other party, or cause the Recipient to be liable or responsible for in any way for the actions, liabilities, debts, or obligations of the Recipient or any other party.

40. This Agreement shall not be assignable by the Participating Party.
41. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
42. Participating Party agrees to indemnify, defend, and hold harmless the Recipient, its agents, employees, attorneys, and officers from and against all liabilities, claims, demands, damages, losses, costs (including, but not limited to, reasonable attorneys' fees), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to any injury or damage allegedly caused or occurring to any person or property which was caused by the Participating Party, his agents, employees, or officers during the performance of this Agreement. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement
43. Participating Party shall procure and maintain all insurance required by law and by Recipient during the term of this Agreement. All such policies shall be issued by a reputable insurer approved by Recipient in the minimum amount required by law or the Recipient and shall name the Recipient as an insured thereunder.
44. This Agreement embodies the whole agreement of the parties with respect to the matters herein. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto related to the matters herein.

ATTEST:

By: _____
Recipient Clerk

(corporate seal)

Gadsden County BOCC,

a political subdivision of the State of Florida

By: _____
Chairman Douglas Croley

Date: _____
Gussie's Garden Inn, Inc.
a Florida Corporation

By: _____, President

Date: _____

ATTEST:

By: _____
Secretary

(corporate seal)

Small Cities CDBG Program Information Sheet

10/1/2011

Contract Number: 13DB-OI-02-30-01-E 10CFDA Number: 14.228**Contact Information****1. Contract Recipient**

Chief Elected Official: Douglas M. Croley

Title: Chairman

Address: 9 B East Jefferson Street

City, State, Zip Code: Quincy, FL 32351

Telephone No: (850) 875-8650 Ext: 8650

Fax Number: (850) 875-8655

E-Mail Address: dcroley@gadsdencountyfl.gov**2. Chief Financial Officer**

Chief Financial Officer: Connie McLendon

Title: Finance Director

Address: Post Office Box 1649

City, State, Zip Code: Quincy, FL 32353

Telephone No: (850) 875-8601 Ext: 257

Fax Number: (850) 875-8602

E-Mail Address: conniem@gadsdenclerk.com**3. Project Contact**

Project Contact: Anthony Matheny

Title: Director

Address: 1 B East Jefferson Street

City, State, Zip Code: Quincy, FL 32351

Telephone No: (850) 875-8663 Ext: 8663

Fax Number: (850) 875-7280

E-Mail Address: amatheny@gadsdencountyfl.gov

Small Cities CDBG Program Information Sheet

4. Civil Rights Contacts

Fair Housing Coordinator: Phyllis Moore Title: Ship Coordinator Telephone No: (850) 875-8659 Ext: 8659 E-Mail Address: pmoore@gadsdencountyfl.gov
EEO Coordinator: Arthur Lawson Title: Assistant County Manager Telephone No: (850) 875-8660 Ext: 8660 E-Mail Address: alawson@gadsdenfl.gov
Section 504/ADA Coordinator: Robert Clyde Collins Title: Building Official Telephone No: (850) 875-8665 Ext: 8665 E-Mail Address: rcollins@gadsdencountyfl.gov

5. Private Consultant (If Applicable)

Consultant Firm: Consultant Contact: Address: City, State, Zip Code: Telephone No: () - Ext: Fax Number: () - E-Mail Address:

Administrative Data

1. Local Government FID Number: 59-6000616-067
2. Local Government DUNS Number: 060237690
3. Districts: United States Congress 2
 Florida Senate 3 Florida House 8

Small Cities CDBG Program Information Sheet

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

Recipient Name: Gadsden County of Courts

Street Address: Post Office Box 1649

City, State, Zip: Quincy, FL 32353

- 5 Please provide a brief Project Description:

Civil Rights Profile Sheet

9/20/2012

Recipient Name: Gadsden County, FL

Contract Number: 13DB-OI-02-30-01-E 10 Date: _____

Demographic Data

1. Total Number of Local Government Employees: 147 (Do not include constitutional officers.)
2. Number of Employees who work on CDBG funded activities: 2
3. Total Number of Local Government Minority Employees: 120 (Do not include constitutional officers.)
4. Number of Minority Employees who work on CDBG funded activities: 2
5. Local Government Population # 27,945 (Counties – do not include populations of incorporated cities.)
6. Local Government Minority Population: 17,490 (Counties – do not include populations of incorporated cities.)
7. Local Government Minority Population Percentage: 62.6% (Counties – do not include populations of incorporated cities.)
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 49.0% (Counties – do not include populations of incorporated cities.)

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: N/A
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: N/A

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
 Department of Economic Opportunity
 107 East Madison Street
 MSC - 400
 Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

Mission:

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



17a
Rick Scott
Governor

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

Vision: To be the Healthiest State in the Nation

RECEIVED

April 26, 2013

APR 01 2013

**COUNTY ADMINISTRATOR'S
OFFICE**

Robert Presnell
County Administrator
9 East Jefferson Street
P.O. Box 1799
Quincy, Florida 32353-1799

Re: Gadsden County Health Department Quarterly Progress Report for ½ Cent Sale Tax Prevention and Education Program

Dear Mr. Presnell:

Please find enclosed the Gadsden County Health Department's Prevention and Education Program 2nd quarter report (January 1, 2013-March 31, 2013) for the 2012-2013 fiscal year. If you have any questions, please do not hesitate to contact Maximo Martinez at (850) 519-0068

Sincerely;

A handwritten signature in black ink, appearing to read "Michael Sentman", with a large, sweeping flourish at the end.

Michael Sentman
Director of Operations

Cc: Maximo Martinez, Population Based Services Director
Howard McKinnon, Gadsden Community Health Council, Inc.
Nicolas Thomas, Clerk of Courts
File

Gadsden County Health Department
Population Based Services - Prevention & Education Program
Quarterly Report – January 1, 2013- March 31, 2013
Report due by April 10, 2013

Program Accomplishments:

Quarterly Progress Report

Community Health Education:

The Prevention & Education Program (PEP) continues to work diligently throughout Gadsden County community by providing educational resources. Health Education classes and community presentation have been designed to target all age groups, ethnicities and socio-economic backgrounds of the diverse Gadsden County residents. Outreach efforts have been extended to the city and county officials, local Boys & Girls Club, community churches, schools, correctional facilities, businesses, social clubs and community-based facilities. This is in an effort to maximize the opportunities for all Gadsden citizens to be impacted by the program. During the second quarter (January-March), student-centered, individualized, and small-group instruction, the Prevention and Education staff educated and empowered the community through the following courses:

- Healthy Weight
- Personal Growth & Development: Know Yourself and Love Yourself
- Diabetes: Often Preventable...Often Reversible
- Nutrition 101
- Nutrition on a Budget
- Puberty: What's Happening to Me?
- Sex: Am I Really Ready?
- STDs: What You Should Know
- The Local Public Health System & You
- Cardiovascular Disease: What is High Blood Pressure: A Closer Look
- No salt, Low sodium: Cooking Class Demonstration

Requests for classes continue to be made via the Florida Department of Health – Gadsden's website or by phone. Staff continues to allocate time to visit local churches, businesses, community based organization to market and/or collaborative on health classes and/or county-wide initiatives. In addition, Lunch & Learn are being conducted throughout the county to educate and increase the community's awareness about Gadsden's health disparities and promoting National Health Initiatives.

Health Education Classes: (From Data to Action)

As research studies shows, promoting prevention through health education awareness can prevent or delay the onset of chronic disease illness such as type 2 diabetes and cardiovascular disease. These lifestyle interventions can include but are not limited to diet and moderate-intensity physical activity (such as walking for 2/12 hours each week

The Prevention and Education staff have been providing health education classes, presentations and/or workshops since conception in January 2011. The classes are offered to the community at large to individuals and groups who are trying prevent and/or have chronic illness such as diabetes, cardiovascular disease, healthy weight, obesity and loved ones are welcome to attend. Participants who attend are empowered and educated on risk factors and appropriate nutrition counseling including calorie recommendations and portion control ideas. Increasing knowledge on way to control cardiovascular disease and blood sugar control is essential in preventing the long-term complications of diabetes, and learning how to eat healthy while controlling blood sugar is the primary focus of the education classes. Below are the total numbers of classes offered and provided during the 2nd quarter.

2nd Quarter Community Education & Outreach

	January 2013	February 2013	March 2013	Quarter Totals
Classes Completed	2	3	11	16
Classes Offered	4	7	12	23
Health Education Material Disseminated	0	150	204	451
Outreach Activities	4	3	19	26
Community Referrals/Linkage	0	4	2	6
Total Residents Impacted	68	76	153	297

■ *Information disseminated at community events.

The chart above represents the number of classes offered vs. those completed and the number of outreach activities for the second quarter.

Strategic Planning with Partners Initiative Updates:

The Ten Essential Public Health Service # 3 (Inform, Educate and Empower) continues to be driving force for the Prevention and Education Program. The Prevention and Education staff continues to educate community stakeholders on the CDC's national model to generate a new perspective about prevention and control utilizing the Local Public Health System Essential Services. Activities included:

- Florida Department of Health-Central Office Gestational Diabetes Statewide Workgroup
The PEP staff partnered with the Florida Department of Health –Central Office and state-wide stakeholders on a strategic plan and health messaging to increase residents, providers, hospitals, federally qualified centers and community-based organizations on what pregnant women should know about Gestational Diabetes before their baby is born, as well as what medical providers should know about their patient and Gestational Diabetes.

- Walk to School Event
The PEP staff partnered with the Gadsden School Systems (GEMS), Department of Transportation, Local Law Enforcement Agencies to disseminate education materials and to assist with educating the parents and staff on the importance of physical activity, height weight, and proper nutrition. Blood pressure checks and general health screens were provided. Residents and staff also received sex education counseling, health promotion on various health topics and HIV testing was available (upon request). Approximately 150 students/teachers/parents received health promotion materials.
- Community Outreach Events/ Health Education Classes
During this quarter, the PEP staff disseminated education materials to 451 Gadsden County residents ranging from 4-99 years of age throughout Gadsden County. Staff held Lunch & Learn with the senior citizens in (Quincy, Gretna, and Chattahoochee). In addition health education classes were conducted with the Havana's Boys & Girls Club, Kiwanis Havana Elementary School, GEMS School. Participants received health information on various health topics ranging from Cardiovascular Disease, Diabetes, Sex Education, Puberty, Nutrition, and Healthy Weight.

Outreach Activities/Community Partnership:

The Gadsden County Health Department's Population Based Services is a program that approaches the use of a defined population as the organizing principle for preventative action targeting the broad distribution of diseases and health determinants. The Population Based Services Program focuses on interventions aimed at disease prevention and health promotion that shape a community's overall profile. The Prevention and Education staff continues to work on expanding its outreach efforts. The guiding principles and values of the Prevention and Education Program include:

- Community involvement/ empowerment
- Partnership and collaboration
- Inclusion and equity
- Shared decision-making
- Knowledge sharing and communication
- Attention to broader social determinants of health

Thus, it is imperative that we continue to formulate relationships and partner with local people, clubs, societies, faith-based institutions and organizations of all kinds - whether voluntary or otherwise - to generate and take forward ideas to improve the health and environmental life of all Gadsden County residents. Great strides have been made to maintain old relationships as well as foster new ones. Some community partnerships activities to highlight for this quarter (January-March 2013) are:

Partnerships

- **Big Bend AHEC Rural Network**
PEP staff partnered with Big Bend Rural Health Network to co-facilitate a Lunch & Learn Health Education class in Gretna, Florida at Springfield AME Church. The first half of the class began with an interactive discuss/presentation on cardiovascular disease and proper nutrition. The second half of the class was designed with a cooking demonstration and food tasting.
- **Havana's Boys & Girls Club**
The PEP staff has created a lasting partnership with the Boys & Girls Club to conduct monthly health education classes on the second Monday each month.
- **Gadsden Senior Citizens Centers (Quincy, Gretna, Chattahoochee)**
The PEP staff has created a lasting partnership with the Senior Citizens Centers to conduct education classes on a monthly basis.
- **Gadsden Community Health Council, Inc.**
The PEP staff has actively participated in the efforts of the GCHC, by attending monthly meetings and partnering with the organization on PEP education & outreach activities.
- **Gadsden Community Health Council, Inc./PAMS Program**
The PEP staff continued its partnership with the PAMS Program to promote healthy living in Gadsden County. The PEP staff distributed health information at the Walk to School Events and Lunch & Learns with the seniors to ensure residents are knowledgeable about the resources that are available to them.
- **MotherCare Network, Inc.**
MotherCare Network, Inc. volunteers are often used to assist in distribution of flyers and/or health information to underserved population throughout Gadsden County. The group also hosts a monthly class from the PEP staff.

We Care Network (Quarterly Update):

We Care Network provide donated specialty medical services to low-income, uninsured adults in Gadsden and other surrounding counties. The program has over 300 volunteer physicians and 40 dentists participating in the program. In addition, numerous providers providing imaging services and durable medical equipment.

In Gadsden County, patients are referred to the program by their primary care providers at Gadsden Medical Center, Gadsden County Health Department, and TMH Family Medicine-Quincy. When a referral is received, a medical social worker screens the patient for financially eligibility, and if the patient qualifies, he or she would be provided with a donated care from one of the participating volunteer physician/dentist.

During the reporting period (January-March 2013), there were a total of 93 current cases. In addition, activities during the reporting period included 13 patients were determined eligible and

<p>provided with specialty medical care and 20 patients were provided with short-term case management. Overall, the total value of donated services for this quarter with \$131,821.10 with a year-to-date value of \$596,073.52.</p>	
<p>Input/Issues Requiring Director Action:</p>	
<p>None Reported</p>	
<p>Overall Program Accomplishments:</p>	
<p>It is our goal to utilize the financial resources sacrificed by the citizens of Gadsden County wisely. It is understood that the citizens have an expectation that their ½ cents will be used to provide access to quality healthcare to those in need, increase educational opportunities and make financial decisions in an open and transparent way.</p> <p>The Prevention and Education staff continues to implement community-wide projects, mobilize resources and develop partnerships with schools, worksites, faith-based institutions, and other groups to implement policy and environmental changes that will support each community member's ability to achieve and maintain a healthy lifestyle.</p>	
<p>Upcoming/Planning/Events/Activities:</p>	
<p>The PEP is currently gearing-up for its 3rd Annual Get Going Gadsden: 90 Day Healthy Weight Challenge. Kick off date is June 1, 2013-August 31, 2013.</p> <p>The PEP is partnering with Farm Shares on its next county-wide outreach food distribution which is scheduled for April 30, 2013. The PEP staff will assist in distribute health information to it all participants.</p>	
<p>In-Kind Donations Received:</p>	
<p>Big Bend AHEC- Health</p>	
<p>For Information Purposes Only:</p>	
<p>The Gadsden County Health Department's Community Health Nurse Program has been implemented and the Prevention & Education Program will work closely with the community nurses to provide additional outreach services.</p>	
<p>Report submitted by:</p>	<p>Date:</p>
<p></p>	

Mission:

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



Report + File 176
Rick Scott
Governor

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

Vision: To be the Healthiest State in the Nation

May 3, 2013

Gadsden County Board of County Commissioners
Robert Presnell, County Administrator
P.O. Box 1799
Quincy, Florida 32353

RECEIVED

MAY 07 2013

COUNTY ADMINISTRATOR'S
OFFICE

Dear Mr. Presnell:

Enclosed is the report of activities and expenditures of the Gadsden County Health Department for the period October 1, 2012 through March 31, 2013. Chapter 154, F.S., and the contract between the Department of Health and Gadsden County require this report be submitted on a quarterly basis.

The reports are comprised of the following sub-reports produced by the Department's Contract Management System.

1. DE 385 – "Contract Management Variance Report" which compares the planned services, clients/units, FTEs, and expenditures with actual figures.
2. DE 580 – "Analysis of Fund Equities" shows total CHD year-to-date revenues, expenditures, beginning cash balance, and year-to-date equity. In accordance with Chapter 154, this report also splits cash balances/equity into state and county components.
3. "Gadsden CHD Program Service Variance Analysis" which explains variances in actual expenditures that is greater or less than 25 percent of planned expenditure levels.

If you have any questions, please feel free to contact Michael Sentman, Director of Operations at 850-875-7200 ext. 398.

Sincerely,

Handwritten signature of Aaron M. Kissler.

Aaron M. Kissler, MPH
Administrator

Enclosure(s)

cc: Beth Benton, Bureau of Budget Management
Michael L. Sentman, Director of Operations
File

GADSDEN COUNTY HEALTH DEPARTMENT
PROGRAM SERVICE VARIANCE ANALYSIS
REPORT PERIOD: OCTOBER 2012 - MARCH 2013

PROGRAM SERVICE	VARIANCE AMOUNT	VARIANCE PERCENTAGE	EXPLANATION	ACTIVITIES TO ACHIEVE PLANNED EXPENDITURE LEVEL	COMPLETION DATE
No Variances					

Florida Department of Health County Health Department

Contract Management System

Variance Report
Gadsden CHD for Report Period 10/2012 to 3/2013

Run date: 05/02/2013

Program Component / Title	F T E S			Clients or Units			Visits or Services			Expenditures		
	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance
1 Immunization	3.34	3.28	1.83	501	1,067	-53.05	671	1,396	-51.93	\$65,935	\$68,941	-4.36
2 Sexually Trans. Dis.	4.65	4.61	0.87	400	380	5.26	713	775	-8.00	\$120,442	\$119,011	1.20
3 AIDS	1.33	1.76	-24.43	2	300	-99.33	36	550	-93.45	\$40,598	\$41,026	-1.04
4 Tuberculosis	1.66	1.97	-15.74	63	150	-58.00	211	450	-53.11	\$48,000	\$50,011	-4.02
6 Comm. Dis. Surv.	0.15	0.32	-53.13	3	0		15	175	-91.43	\$4,409	\$2,894	52.36
9 Hepatitis	0.00	0.00		0	0		1	0		(\$7)	(\$12)	-43.40
16 Preparedness and Response	0.01	0.00		0	0		0	0		\$41,394	\$43,378	-4.57
80 Vital Records	1.19	1.21	-1.65	1,562	1,625	-3.88	2,282	2,200	3.73	\$27,506	\$25,850	6.41
Communicable Disease Total	12.33	13.15	-6.24	2,531	3,522	-28.14	3,929	5,546	-29.16	\$348,277	\$351,099	-0.80
10 Chronic Disease Prevention Pro	1.28	0.82	56.10	259	50	418.00	64	100	-36.00	\$21,422	\$33,922	-36.85
12 Tobacco Use Intervention	0.00	0.00		0	0		0	0		(\$4)	(\$2)	101.37
21 WIC	11.70	10.66	9.76	2,470	2,250	9.78	16,164	18,250	-11.43	\$296,405	\$293,322	1.05
23 Family Planning	9.18	11.36	-19.19	702	1,300	-46.00	1,908	3,300	-42.18	\$279,332	\$272,240	2.60
25 Improved Pregnancy Outcome	6.66	6.59	1.06	194	220	-11.82	1,403	1,425	-1.54	\$146,473	\$151,756	-3.48
27 Healthy Start Prenatal	7.39	8.64	-14.47	261	322	-18.94	2,255	2,312	-2.47	\$229,043	\$230,936	-0.82
29 Comprehensive Child Health	0.68	0.71	-4.23	88	55	60.00	117	100	17.00	\$14,689	\$14,173	3.64
31 Healthy Start Child	0.96	1.91	-49.74	303	215	40.93	1,029	1,100	-6.45	\$21,415	\$22,488	-4.77
34 School Health	12.58	14.82	-15.11	0	0		23,634	32,500	-27.28	\$343,609	\$343,102	0.15
37 Comprehensive Adult Health	2.29	0.98	133.67	155	62	150.00	212	100	112.00	\$86,946	\$85,264	1.97
38 Community Health Development	1.98	3.87	-48.84	0	0		0	750	-100.00	\$76,555	\$85,249	-10.20
40 Dental Health	17.11	14.07	21.61	1,839	2,500	-26.44	5,057	6,000	-15.72	\$695,913	\$667,002	4.33
Primary Care Total	71.81	74.43	-3.52	6,271	6,974	-10.08	51,843	65,937	-21.37	\$2,211,798	\$2,199,452	0.56
Water & Onsite Sewage	2.78	2.42	14.88	133	77	72.73	389	228	70.61	\$79,956	\$78,690	1.61
Facility Programs	1.48	1.74	-14.94	57	180	-68.33	311	485	-35.88	\$34,270	\$36,681	-6.57
Groundwater Contamination Program	0.16	0.36	-55.56	8	224	-96.43	39	256	-84.77	\$5,600	\$6,135	-8.71
Community Hygiene	0.22	0.25	-12.00	14	22	-36.36	46	77	-40.26	\$5,473	\$4,135	32.36
Environmental Health Total	4.64	4.77	-2.73	212	503	-57.85	785	1,046	-24.95	\$125,300	\$125,641	-0.27
Grand Total	88.78	92.35	-3.87	9,014	10,999	-18.05	56,557	72,529	-22.02	\$2,685,375	\$2,676,192	0.34

Florida Department of Health County Health Department

Contract Management System

Analysis of Fund Equities

Gadsden County for Report Period 7/2012 to 3/2013

Run date: 04/05/2013

	State	County	Total
Fund Balance 07/12	(\$398,962.53)	(\$166,329.26)	(\$565,291.79)
Revenue Contract - YTD			
Communicable Disease			
001009 Debit Memo - Bad Checks	\$0.00	\$9.05	\$9.05
001076 MEDICAID TB	\$0.00	(\$30.00)	(\$30.00)
001077 Clinic Fee - County	\$0.00	(\$7,929.01)	(\$7,929.01)
001078 MEDICAID ADMINISTRATION OF VACCINE	\$0.00	(\$3,890.03)	(\$3,890.03)
001087 MEDICAID STD	\$0.00	(\$20,164.33)	(\$20,164.33)
001090 Medicare - Part B	\$0.00	(\$69.40)	(\$69.40)
001114 Vital Statistics - Birth Certificate	\$0.00	(\$22,980.00)	(\$22,980.00)
001115 Vital Statistics - Death Certificate	\$0.00	(\$9,810.00)	(\$9,810.00)
001117 Vital Statistics - Administrative Fee	\$0.00	(\$996.50)	(\$996.50)
004010 Cash Overage Shortage	\$0.00	(\$0.03)	(\$0.03)
005041 Interest Earned - State Investment Account	\$0.00	(\$62.59)	(\$62.59)
007000 Federal Grants	(\$107,679.04)	\$0.00	(\$107,679.04)
008030 BCC Contribution from Health Care Tax	\$0.00	(\$2,637.97)	(\$2,637.97)
008034 BCC Contribution from General Fund	\$0.00	(\$984.62)	(\$984.62)
012021 Service Charge on Returned Check	\$0.00	(\$1.28)	(\$1.28)
015010 Transfers Within Agency	(\$2,261.55)	\$0.00	(\$2,261.55)
015040 CATEGORICAL GENERAL REVENUE	(\$121,548.00)	\$0.00	(\$121,548.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$187,170.87)	\$0.00	(\$187,170.87)
015060 Non-Categorical Tobacco Rebasing	(\$2,265.91)	\$0.00	(\$2,265.91)
018000 Refunds	(\$272.36)	(\$15.16)	(\$287.51)
Communicable Disease Subtotal	(\$421,197.73)	(\$69,561.87)	(\$490,759.59)
Primary Care			
001009 Debit Memo - Bad Checks	\$0.00	\$496.43	\$496.43
001077 Clinic Fee - County	\$0.00	(\$111,193.45)	(\$111,193.45)
001081 MEDICAID CHILD HEALTH CHECK UP	\$0.00	(\$375.90)	(\$375.90)
001082 MEDICAID DENTAL	\$0.00	(\$697,191.89)	(\$697,191.89)
001083 Medicaid-Family Planning	\$0.00	(\$76,681.97)	(\$76,681.97)
001090 Medicare - Part B	\$0.00	(\$34.00)	(\$34.00)
001191 MEDICAID MATERNITY	\$0.00	(\$161,318.98)	(\$161,318.98)
001193 MEDICAID COMPREHENSIVE ADULT	\$0.00	(\$3,580.63)	(\$3,580.63)
004010 Cash Overage Shortage	\$0.00	(\$1.90)	(\$1.90)
005041 Interest Earned - State Investment Account	\$0.00	(\$3,672.42)	(\$3,672.42)
007000 Federal Grants	(\$654,416.51)	\$0.00	(\$654,416.51)
008030 BCC Contribution from Health Care Tax	\$0.00	(\$160,357.70)	(\$160,357.70)
008034 BCC Contribution from General Fund	\$0.00	(\$57,775.16)	(\$57,775.16)
008050 School Board Contribution	\$0.00	(\$75,075.00)	(\$75,075.00)
011001 Healthy Start Coalition	\$0.00	(\$351,277.68)	(\$351,277.68)
012021 Service Charge on Returned Check	\$0.00	(\$351.11)	(\$351.11)
015010 Transfers Within Agency	(\$33,854.20)	\$0.00	(\$33,854.20)
015040 CATEGORICAL GENERAL REVENUE	(\$217,474.00)	\$0.00	(\$217,474.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$375,260.91)	\$0.00	(\$375,260.91)
015060 Non-Categorical Tobacco Rebasing	(\$4,542.94)	\$0.00	(\$4,542.94)
015075 Transfer of Federal Grant from Another Agency	(\$100,136.72)	\$0.00	(\$100,136.72)
018000 Refunds	(\$546.23)	(\$900.50)	(\$1,446.72)
037000 Prior Year Warrant Cancellation	(\$38.81)	(\$47.69)	(\$86.50)

Florida Department of Health County Health Department

Contract Management System

Analysis of Fund Equities

Gadsden County for Report Period 7/2012 to 3/2013

Run date: 04/05/2013

	State	County	Total
Primary Care Subtotal	(\$1,386,270.32)	(\$1,699,339.53)	(\$3,085,609.86)
Environmental Health			
001009 Debit Memo - Bad Checks	\$0.00	(\$130.48)	(\$130.48)
001020 Environmental Health Permits	(\$16,861.30)	\$0.00	(\$16,861.30)
001092 Environmental Health Fee - State	(\$28,988.80)	\$0.00	(\$28,988.80)
001094 Environmental Health Fee - County	\$0.00	(\$16,361.00)	(\$16,361.00)
004010 Cash Overage Shortage	\$0.00	(\$0.07)	(\$0.07)
005041 Interest Earned - State Investment Account	\$0.00	(\$134.93)	(\$134.93)
007000 Federal Grants	(\$112.94)	\$0.00	(\$112.94)
008030 BCC Contribution from Health Care Tax	\$0.00	(\$5,687.10)	(\$5,687.10)
008034 BCC Contribution from General Fund	\$0.00	(\$2,122.72)	(\$2,122.72)
010304 Inspection Fees	(\$5,751.90)	\$0.00	(\$5,751.90)
012021 Service Charge on Returned Check	\$0.00	(\$27.62)	(\$27.62)
015010 Transfers Within Agency	(\$7,944.25)	\$0.00	(\$7,944.25)
015050 NON CATEGORICAL GENERAL REVENUE	(\$38,836.20)	\$0.00	(\$38,836.20)
015060 Non-Categorical Tobacco Rebasing	(\$470.15)	\$0.00	(\$470.15)
015075 Transfer of Federal Grant from Another Agency	(\$48,333.00)	\$0.00	(\$48,333.00)
018000 Refunds	(\$56.51)	(\$32.68)	(\$89.19)
Environmental Health Subtotal	(\$147,355.05)	(\$24,496.59)	(\$171,851.65)
Unallocated Revenue			
015050 NON CATEGORICAL GENERAL REVENUE	(\$0.01)	\$0.00	(\$0.01)
Unallocated Revenue Subtotal	(\$0.01)	\$0.00	(\$0.01)
Projects			
Projects Subtotal	(\$6,744.46)	\$0.00	(\$6,744.46)
Total Revenue	(\$1,961,567.57)	(\$1,793,397.99)	(\$3,754,965.57)
Expenditures Contract - YTD			
Communicable Disease	\$464,029.59	\$52,902.89	\$516,932.48
Primary Care	\$1,377,822.82	\$2,073,065.28	\$3,450,888.10
Environmental Health	\$151,096.99	\$38,952.44	\$190,049.42
Projects	\$112,440.47	\$0.00	\$112,440.47
Total Expenditures	\$2,105,389.87	\$2,164,920.60	\$4,270,310.47
Change in Fund Balance	\$143,822	\$371,523	\$515,345
Ending Equity Balance	(\$255,140)	\$205,193	(\$49,947)