

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

**AGENDA**

**Regular Public Meeting  
July 2, 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**

**Clerk of Courts**

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

**Consent**

2. Approval of Minutes:  
  
April 2, 2013 Emergency Management Workshop / Meeting  
April 16, 2013 Enterprise Zone Workshop / Meeting  
May 21, 2013 Regular Meeting  
June 4, 2013 Regular Meeting
3. Ratification of Approval to Pay County Bills
4. Approval Of Participation In The Application Process For The FFY-2013 Edward Byrne Memorial Justice Assistance Grant (JAG)  
(Robert Presnell, County Administrator)
5. Approval To Commit The Existing County Building And Site Utilized By The Gadsden County Health Department For Renovation / Construction Funding Through Possible Legislative Funding  
(Robert Presnell, County Administrator / Aaron Kissler, GCHD Administrator)

6. Approval of Public Works Mosquito Control Budget FY 2013-2014  
(Robert Presnell, County Administrator / Curtis Young, Interim Director, Public Works)
7. Approval of The Workforce Plus June 2012 and 2011 Audit and 2013-14 Proposed Budget  
(Robert Presnell, County Administrator)
8. Request Approval of Grant Funds From The Department of Elder Affairs And The Increase to The 2012-13 Law Enforcement Appropriation  
(Morris A. Young, Sheriff)

### **Items Pulled for Discussion**

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

### **Public Hearings**

9. **Public Hearing** - Request To Use Law Enforcement Educational Funds (LEEF) For The Rural County Summit Training  
(Morris A. Young, Sheriff)

### **General Business**

10. Privatization of Mowing Services Pilot Project – District 5  
(Robert Presnell, County Administrator / Curtis Young, Interim Public Works Director)
11. Department of Homeland Security Grant for Training and Exercise (Contract Number: 13-DS-97-02-03-01 (CFDA# 97.067)  
(Major Shawn Wood, Gadsden County Sheriff's Office)
12. Approval of Volunteer Fire Department Interlocal Fire and Rescue Service Agreements  
(Robert Presnell, County Administrator / Tommy Baker, EMS Chief / Andre Walker, Fire Coordinator/Paramedic)
13. Award of Construction for the Local Agency Program Project – Florida Department of Transportation – Salem Road (C. R. 159)  
(Robert Presnell, County Administrator / Curtis Young, Interim Director, Public Works)

### **County Administrator**

14. Update on Board Requests

### **County Attorney**

15. Update on Various Legal Issues  
(Deborah Minnis, County Attorney)
16. Recess BOCC Meeting and Reconvene for a Private Attorney-Client Session  
(Sumos Uno, Inc. vs. City of Midway, FL and Gadsden County, FL)
17. Reconvene the BOCC Meeting

### **Discussion Items by Commissioners**

18. Report and Discussion on Public Issues and Concerns Pertaining to Commission Districts  
and Gadsden County:

Commissioner Taylor, District 5

Commissioner Holt, District 4

Commissioner Morgan, District 3

Commissioner Hinson, Vice Chairman, District 1

Commissioner Croley, Chairman, District 2

### **Motion to Adjourn**

### **Receipt and File**

19. Gadsden County Chamber of Commerce March 2013 Economic Development Report

### **July Meeting(s)**

- July 16, 2013, Regular Meeting, 6:00 p.m.

-July 25, 2013, Budget Workshop, 4:00pm

AT AN EMERGENCY MANAGEMENT  
WORKSHOP/MEETING OF THE BOARD OF COUNTY  
COMMISSIONERS HELD IN AND FOR GADSDEN  
COUNTY, FLORIDA ON APRIL 2, 2013 AT 4:30 P.M.,  
THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:

**Present:** Doug Croley-District 2, Chairman  
Eric Hinson-District 1, Vice Chairman  
Gene Morgan-District 3 (arrived late)  
Brenda Holt-District 4  
Sherrie Taylor-District 5 (arrived late)  
Deborah Minnis, County Attorney  
Robert Presnell, County Administrator  
Marcella Blocker, Deputy Clerk

**\*\*\*NOTE:** There were technical difficulties with some of the audio and/or video portions of the meeting and the entire meeting was not recorded\*\*\*

**CALL TO ORDER**

Chair Croley called the meeting to order at 4:42 p.m. and Mr. Presnell stated this was a scheduled workshop concerning Emergency Management. He also informed the Board that the Interlocal Agreement concerning Emergency Management between the Board and the Gadsden County Sheriff's Office had been signed by the Sheriff's Office and was on the agenda for April 16<sup>th</sup> for the Chairman's signature.

**WELCOME**

**Major Shawn Wood, Emergency Management Director**, appeared before the Board and wanted to recognize and pay respect to all the first responders and he mentioned Mr. Curtis King, who lost his life in the line of duty during a tropical storm and said he felt it was important to recognize the sacrifice made by the first responders.

**1. Overview of the key functions of Emergency Management: Preparedness, Response, and Recovery**

Major Wood talked about the importance of everyone being safe and getting out safely during disasters and having a healthy response. He stressed the importance of having a plan in place and on paper so if one person was out, someone would be able to come in behind them and handle matters and be able to take over.

He also mentioned he just returned from the National Hurricane Conference and said he found out Florida was ahead of the game and had a good plan in place. He said there were four steps in emergency management and they were: Planning, Mitigate, Response, and Recovery.

He mentioned that Emergency Management is funded through the Federal Government and the State.

**2. Updates on the Comprehensive Emergency Management Plan and Local Mitigation Strategy**

### **Revisions**

Major Wood said the Comprehensive Emergency Management Plan was an overall plan for what Emergency Management does and the plan developed a uniform policy and procedures consistent with the national emergency management system.

He mentioned points of distribution and said it was important so people would know where to go to be able to get supplies and things after a disaster.

**Brian Bradshaw, Florida Division of Emergency Management**, appeared before the Board. He mentioned that Florida Statutes Chapter 252 gave a guide to counties and cities for emergency management.

Major Wood showed a survival checklist of items suggested that would be needed by households and listed the shelters and mentioned that a pet friendly shelter was in the works.

**Tashonda Whaley, Emergency Management Division Program Administrator, and Sara Hinson, Nursing Director with Gadsden County Health Department**, appeared before the Board. They informed the Board that they had a Special Needs Registry and currently there were approximately 145-150 people on the registry and it was updated weekly through the home-health agencies. They explained the shelters were staffed during disasters and that a special needs shelter was located at East Gadsden High School. They informed the Board how they prepared for hurricane season.

Major Wood said East Gadsden High School, West Gadsden High School and Havana Middle School were shelters and added that through a grant, East Gadsden High School was solar-powered.

Commissioner Morgan asked about a county-wide emergency notification and thought it was still in place.

Major Wood said during a budget crisis, the notification system was cut, but notification systems were cheaper now and hoped that was something the County would entertain putting back in place.

**Aaron Kissler, Administrator, Gadsden County Health Department**, appeared and said during an emergency, they were able to communicate with administrators across the State to help take care of needs in this area. He stated that one section of the health department that people did not think about was environmental health. He said they provided education concerning mosquito control and disease monitoring.

**Chris Rietow, Apalachee Regional Planning Council**, appeared before the Board and spoke about the hazard analysis program. He said Florida was above the curve and had developed a hazard analysis program that provides funding and a report has to be filed by March 1<sup>st</sup> each year that puts together emergency contact information that responders can use in case of an emergency. He mentioned that Gadsden County had approximately 36 facilities that held hazardous materials, such as water treatment plants that held chlorine and some facilities held sulfuric acid. He said that he handled 7-9 counties in the region and he conducts visits to the facilities every two years.

Commissioner Holt asked about CSX and the hazardous materials that are transported by them on the railways.

Mr. Rietow stated that they were exempt from their program because of transportation of hazardous material, but he was in contact with them.

Major Wood pointed out that time had run out before there was a chance to talk about recovery and maybe a second part to this workshop could be scheduled for a later date. He also mentioned training that would be done in July.

**3. Commissioner's Questions and Comments**

Chair Croley complemented Major Wood on everything that had been presented and applauded him on how far emergency management had come in the county.

**MOTION TO ADJOURN**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 5:57 P.M.**

**GADSDEN COUNTY, FLORIDA**

---

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

**ATTEST:**

---

**MARCELLA BLOCKER, DEPUTY CLERK  
FOR NICHOLAS THOMAS, CLERK**

AT AN ENTERPRISE ZONE WORKSHOP/MEETING OF  
THE BOARD OF COUNTY COMMISSIONERS HELD IN  
AND FOR GADSDEN COUNTY, FLORIDA ON APRIL 16,  
2013 AT 4:30 P.M., THE FOLLOWING PROCEEDINGS  
WERE HAD, VIZ:

Present: Doug Croley-District 2, Chairman  
Eric Hinson-District 1, Vice Chairman  
Gene Morgan-District 3 (arrived late)  
Brenda Holt-District 4 (arrived late)  
Sherrie Taylor-District 5 (arrived late)  
Robert Presnell, County Administrator  
Marcella Blocker, Deputy Clerk

**INTRODUCTION**

Chair Croley called the meeting to order at 4:30 p.m. and asked everyone to stand for prayer and the Pledge of Allegiance to the U. S. Flag.

**OVERVIEW OF FLORIDA ENTERPRISE ZONE**

Henry Grant, Enterprise Zone Coordinator appeared before the Board and explained the Workshop was to discuss the Florida Enterprise Zone and how it related to Gadsden County. He introduced Mr. Burt C. Von Hoff of the Department of Economic Development, Division of Community Development and Mr. Lee Garner, Chairman of Gadsden County Enterprise Zone Development Agency. Mr. Howard McKinnon and Mr. David Gardner were also present.

Dr. Grant explained that the Florida Enterprise Zone was enacted to provide the necessary means to assist local communities, residents and the private sector in creating the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas and to provide jobs for residents of such areas. In achieving this objective, the state will seek to provide appropriate investments, tax benefits and regulatory relief to encourage the business community to commit its financial participation.

*Commissioner Morgan appeared at this juncture of the workshop.*

Dr. Grant informed the Board that at local levels the Enterprise Zone is governed by an Enterprise Zone Development Agency and the Enterprise Zone Development Agency also would appoint a local Enterprise Zone Coordinator that would maintain the day-to-day operations of the Zone. He further explained that the Coordinator was responsible for verifying the Enterprise Zone addresses, all tax incentives, and all tax incentive applications must be certified at the local office before the application is sent to the Department of Revenue. Dr. Grant explained that the Enterprise Zone was a designated area within a county or municipality and the Florida Enterprise Program offers financial incentives to businesses that invest and are located in the designated areas. The incentives are offered to encourage private investment in the zone.

Chair Croley asked what made the enterprise zone in Gadsden County different from other enterprise zones in other counties and Dr. Grant stated nothing, the incentives were the same all over.

Board of County Commissioners  
Enterprise Zone Workshop/Meeting  
April 16, 2013

*Commissioner Holt appeared at this juncture of the workshop.*

**Dr. Burt C. Von Hoff, Department of Economic Development, Division of Community Development,** appeared before the Board and explained in the urban Enterprise Zone, both the business and employee must live within the enterprise zone and in the rural enterprise zone, the business must always be in the zone, but the eligible employee may be any employee in a rural area. He added that the tax credit for the jobs' tax credit in the urban area is 20% or 30% and in the rural, it's 30% or 45%.

Dr. Grant said Gadsden County is allowed up to 3 zones, Chattahoochee, Gretna and Greensboro make up one zone, Quincy and Midway make up the second zone and Havana made up the third zone. Dr. Grant stated the tax incentives are offered to all businesses that are located in an Enterprise Zone and Enterprise Zone residents, or to purchase business equipment to be used in the Enterprise Zone.

He explained that the financial incentives that have been taken advantage of in Gadsden County have been Enterprise Zone job tax credits, building materials sales tax refunds, business equipment sales tax refunds, enterprise zone property tax credits and exemptions for licensed child care facilities that operate within the Enterprise Zone.

Commissioner Holt asked if there were a way to know how many or what businesses had submitted applications.

Dr. Grant said yes because he had to sign off on all businesses that have applied, he just would not know what had been approved by the Department of Revenue.

Commissioner Morgan asked how many businesses would the county have without an enterprise zone.

*Commissioner Taylor arrived at this juncture of the meeting.*

Dr. Grant stated he was not sure how many businesses there would be.

Dr. Von Hoff stated that the Enterprise Zone incentives would not override the basic need of the business.

Chair Croley asked him to explain the role of the enterprise zone.

*Commissioner Taylor stepped out at this juncture.*

Commissioner Holt said she was the one that asked for this workshop and stated this needed to be marketed for the businesses in the area, possibly to be combine with tourism, economic development to use as many incentives as possible.

Chair Croley asked who was responsible for the marketing plan.

Dr. Grant stated "We are."

Chair Croley asked him to explain and answer Commissioner Holt's question/statement.

Board of County Commissioners  
Enterprise Zone Workshop/Meeting  
April 16, 2013

Dr. Grant stated they had asked the Board for \$2500 for 4 years in a row and finally stopped asking. The money was to be used for publications and hand-outs for the public.

Commissioner Morgan stated there was a very strong marketing plan if it were implemented.

Mr. Von Hoff stated on the State level, there were 65 enterprise zones and the biggest challenge was marketing.

Commissioner Holt stated it took no money to Facebook, Twitter or use any of the other social medias that were available to put the word out there.

Chair Croley stated "what we need and what we are getting are two different things" and there needed to be a better game plan so things could be better funded.

Commissioner Taylor stated she agreed with what the Commissioners were saying, there were some great ideas, but what she was hearing was fragmented, they (pointing to the audience) needed direction from the Board and the Board needed to decide whether or not they wanted Gadsden Development Council to move forward as the Chamber so to speak and put everything under it.

Lee Garner appeared before the Board. He said when the Enterprise Zone started around 1999 or 2000; the County applied for a federal enterprise zone and it would have gotten the County \$50 Million, but Jackson County received it and that was the difference in Jackson and Gadsden County. He commended Mr. Presnell since he had become Administrator saying he had worked with their Board and had been very involved.

Commissioner Holt said she went to Jackson County when a parent company was looking at a site and when she got there, they had a banner across Highway 90 letting everyone know they were waiting on that company and welcoming them to the area. She added that she was impressed as to how everyone was working together. She said they needed to apply for grants, etc. that could help the County.

Chair Croley said while nothing could be decided at this meeting; he thought there was a consensus that the Board needed Mr. Presnell to continue to work with the groups, come back to the Board with a plan of action that they could consider funding, along with funding participation from the municipalities. He added that something was needed that would be supported by the Town Councils and partner with the Board to move this forward.

*Commissioner Morgan stepped out at this juncture of the meeting.*

Chair Croley stated they could dwell on the problems from the past, but the focus needed to on a new day.

Mr. Presnell said this County needed a focused economic development plan and stated there were commitments from Gretna and Quincy so far.

Mr. Von Hoff added that from a State perspective, the County was not alone, and further added that they have been working for quite some time to offer a county "Community Competitive" program and

Board of County Commissioners  
Enterprise Zone Workshop/Meeting  
April 16, 2013

informed the Board that it was designed to help a county such as ours to go through a process with assessments, building sites, i.e., and was geared to be what the County was striving for.

Chair Croley added that he would like to see someone making calls to outside businesses and asking if they had ever considered relocating to our area.

**ADJOURN**

**THERE BEING NO FURTHER BUSINESS, THE WORKSHOP WAS ADJOURNED AT 5:45 P.M.**

**GADSDEN COUNTY, FLORIDA**

---

**DOUGLAS M. CROLEY, Chair**  
**Board of County Commissioners**

**ATTEST:**

---

**MARCELLA BLOCKER, Deputy Clerk for**  
**NICHOLAS THOMAS, Clerk**

AT THE REGULAR MEETING OF THE BOARD OF COUNTY  
COMMISSIONERS HELD IN AND FOR GADSDEN  
COUNTY, FLORIDA ON MAY 21, 2013, AT 6:00 P.M.,  
THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:

Present: Doug Croley, Croley-District 2, Chairman  
Eric Hinson-District 2, Vice Chairman (arrived late)  
Gene Morgan-District 3  
Brenda Holt-District 4  
Sherrie Taylor-District 5  
Nicholas Thomas, Clerk of Court  
David Weiss, Assistant County Attorney  
Robert Presnell, 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 the prayer and the Pledge of Allegiance to the U.S. Flag. He asked everyone to please silence all cell phones.

*Commissioner Hinson arrived at this juncture of the meeting.*

**AMENDMENTS AND APPROVAL OF AGENDA**

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

**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**

Mr. Presnell introduced the above-referenced matter and explained Mr. Sewell had recommendations for the Board regarding the changes after workshops were held.

John Sewell, Project Manager, Kimley-Horn and Associates, gave the Board an update on the proposed changes and explained their direction was to update the future land use map and create a new existing land use map and to develop some economic development strategies specifically around the interchanges. He stated part of the proposed changes would allow a greater number of units on certain AG parcels. He suggested that the Board delay any map changes until they had a chance to look into some concerns from citizens that were expressed at the meetings that were held and take another approach. He explained that one of the approaches would be instead of doing map changes, do just changes to the AG uses and said the benefit in it being done this way would be that it would exclude rural residential. He gave some ideas in possibly doing text changes and not by map change. He suggested the Board look at the new proposal that just looked at the agricultural future land use classifications, doing text changes versus map changes and that would allow better flexibility in the agricultural parcels. He added that another

suggestion they made was any parcel that was greater than 100 acres, leave it as it is today.

**Marion Laslie, 5 Dante Court, Quincy, FL** appeared before the Board and stated she was pleased with what she had just heard as opposed to what had been presented at the Planning and Zoning meeting and looked forward to reading the new plan and had been looking for the maps on the website and asked that they be posted for all to see.

**Clay Vanlandingham, Gadsden County Property Appraiser**, appeared before the Board and said he was glad to see that the current map had been corrected and he had maps to show everyone the different classifications of AG 1, 2 & 3. He added that he understood the need by many citizens to do something to allow a density higher than what it might currently be for family reasons.

Chair Croley stated this was a very complicated subject and thought it would be beneficial in having a workshop to correct the map and address the details that had been mentioned.

Commissioner Holt stated it was time for a vote and at the proper time she would make the motion to add this to the agenda.

Commissioner Morgan asked Mr. Sewell how many citizens attended the workshop and provided input.

Mr. Sewell responded there were approximately 15-20 citizens and the meeting lasted from Noon to around 7:00 p.m.

**2. Presentation on YMCA**

**Ray Purvis, CEO/President, YMCA**, appeared before the Board regarding YMCA coming into the county with some of their programs and having a presence here. He stated at this point there was no firm plan but was eager to pursue the possibilities in Quincy and the surrounding communities and they represented Jefferson, Wakulla, Leon, Taylor, and Gadsden counties.

**CLERK OF COURTS**

**3. County Finance and County Clerk Issues**

Clerk Thomas was present and had nothing to report.

**CONSENT**

Commissioner Morgan asked to pull Item # 6.

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE CONSENT AGENDA AS AMENDED. (ITEMS 4-5 and 7)**

**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~~  
Pulled for Discussion

7. **Signature of Chairman on Equitable Sharing Agreement and Certification**

**ITEMS PULLED FOR DISCUSSION**

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 Morgan pulled this item and stated he would not be able to attend the Annual Conference.

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

**CITIZENS REQUESTING TO BE HEARD**

There were no citizens requesting to speak.

**PUBLIC HEARINGS**

**8. Public Hearing-Approval of Budget Amendment and Resolution for Hospital Office Space Construction**

Mr. Presnell introduced the above item and asked Jeff Price to explain it.

Jeff Price stated this was basically housekeeping and they were doing a budget amendment and Resolution to move the money from General Funds to a Capital Account to be used for the hospital.

Chair Croley called for any public comments and there were none.

Commissioner Holt stated her concern was the loss of revenue each year in the amount of \$125,000 because Medicare would not pay for the ambulance transporting from the facility here to CRMC in Tallahassee because they considered it an in-house transfer. She added that any medicines or supplies used in the ambulance were paid for by the County. She further added that the money paid to CRMC each year they are sending to the federal government for a dollar for dollar match, which they could refund to the County the \$125,000 that was paid to them, but they are not willing to do so.

Commissioner Hinson stated there needed to be more information provided and that the County Administrator needed to do more research.

Chair Croley stated this was a housekeeping item from a budget standpoint and the Board had been asked to deal only with that.

Mr. Presnell commented that this item was for approval of the budget amendment only.

**UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER TAYLOR, BEFORE THE VOTE, COMMISSIONER HOLT CALLED FOR DISCUSSION.**

The Commissioners had discussion.

**THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE OPTION ONE. COMMISSIONER HOLT OPPOSED.**

**GENERAL BUSINESS**

**9. Development of Physicians Office Space in the Hospital**

Mr. Presnell introduced the above item and stated it was related to the previous item and was for build-out of the physician space located at the hospital. Mr. Presnell asked that CRMC be allowed to be construction manager of the build-out and the not-to-exceed amount would be \$155,000.

Commissioner Hinson stated he did not want to make them construction manager of the project only because he would like to see this job bid out locally.

Clyde Collins appeared before the Board to address questions posed by the Board and explained to them the build-out would be under ACHA review and CRMC would be responsible for anything over the \$155,000 budget.

**UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER TAYLOR FOR OPTION ONE, BEFORE THE VOTE WAS TAKEN, COMMISSIONER HOLT CALLED FOR DISCUSSION.**

Commissioner Holt asked to bid the job out locally.

Commissioner Taylor had comments.

Commissioner Morgan asked the Board to keep in mind that the County currently has an opened facility and added this was a good decision and they were continuing to build a partnership with an HCA organization that had experience in helping this type of facility to grow.

Commissioner Holt had comments.

Chair Croley stated this motion and item was to finish out 1200 square feet by CRMC under the oversight of CRMC and was not about the history of the hospital or the financial status of the county.

Commissioner Hinson said he was not voting for this because he couldn't tell citizens in his district they were not qualified to do the job on the build-out.

Chair Croley asked Mr. Collins to clear things up for the record that the construction would be bid out and CRMC would only be overseeing the job.

**THE BOARD VOTED 2-3 BY VOICE VOTE. MOTION FAILED. COMMISSIONER HOLT, COMMISSIONER HINSON AND COMMISSIONER TAYLOR OPPOSED.**

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-1 BY VOICE VOTE TO ALLOW CRMC TO BE CONSTRUCTION MANAGER, REQUIRE THEM TO BID LOCALLY AND IF THAT IS AN ISSUE, TO ALLOW STAFF TO GO FORWARD WITH CONSTRUCTION TO BE TIMELY COMPLETED AND NOT TO EXCEED \$155,000.**

**10. Request Approval to Fund an Additional 25 Slots for the 2013 Summer Youth Employment Program**

Mr. Presnell introduced the above item and said as directed Staff had identified money and this item had been brought back for Board approval of an additional 25 slots for the Summer Youth Program.

Chair Croley said there was a citizen request to speak on this item and asked them to come forward.

**Emily Rowan, 1200 Little Sycamore Road, Quincy, FL**, appeared before the Board and stated she was upset with the opinions around the Board concerning the hospital and asked the Board to not "screw it up". She added this County needed the hospital and the Emergency Room. She then spoke concerning the summer jobs and said she thought the County was spending too much money on this. She added, "Until this County gets up off its royal rear-end and goes to work, this County is not going to amount to anything and we're starting with the young people. Please don't approve any more jobs for young people, make them get them themselves".

**Mrs. Mary Smith, 3739 Atwater Road, Chattahoochee, FL**, appeared before the Board and stated no-one could get a job in Gadsden County if there were no jobs, young or old, there was nothing here to have as a job.

**Tracy Stallworth, 770 Selman Road, Quincy, FL**, appeared before the Board and stated the youth needed a job in this county. He apologized for being so emotional but said the kids needed this chance and opportunity to make it.

Commissioner Hinson stated the youth program was needed and moved to approve the item.

Commissioner Morgan stated he appreciated Mr. Stallworth's comments and how he faced the adversity of losing his job he found another one to provide for his family.

Commissioner Taylor had comments and stated when the youth apply for the program jobs, they have to fill out an application, meet the criteria, be interviewed and go through the same steps as if they went to a retail store.

Commissioner Holt named several businesses that had closed their doors and stated that the summer job might be the only money that would go into the household.

Commissioner Hinson had comments.

Chair Croley said he had no problem in supporting the youth, but he had a problem when Commissioners would get involved with who got the jobs and added if he saw that one person's child got an advantage over another and the Commissioner had a hand in it, it bothered him and if

he heard of anyone bringing names to the Administrator's office, there would be trouble.

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

Commissioner Taylor asked that the program be opened back up for applications to give the youth a chance to apply.

**11. Approval to Refinance 2003B Revenue Bonds (Infrastructure) and Impose the One Cent Local Option Fuel Tax and Ninth Cent Motor Fuel Tax**

Mr. Presnell introduced the above item and stated this item had several parts to it and it was dealing with revenue sources for Public Works. He asked for direction from the Board concerning the bond, said there were several options and one option was the ninth cent tax which would go to the County only and would generate approximately \$240,000 but had to be used for Public Works. He further explained that the 1 cent Local Option Fuel Tax would be shared with the cities and would generate approximately \$180,000 for the County. He alerted the Board to the fact that without additional revenue, whether it be general revenue or another source identified, the expectations of capital projects coming out of that department should be lowered.

Chair Croley asked the Assistant County Attorney about refinancing the bond and tax increases and asked if this was an item that needed a public hearing.

Mr. Presnell explained there was a process under Department of Revenue Codes and the Board was only authorizing Staff to proceed with the outlying process that was in statutes.

Chair Croley asked, with the exception of refinancing the bond, would any other action require 4 votes.

Mr. Presnell responded it would.

**Antonio Jefferson, City of Gretna Manager**, appeared before the Board and stated he was not opposed to what the County was attempting but wanted to share some concerns regarding the ninth cent tax. He explained that if they were ultimately to impose the tax on the residents and visitors of this county, it should be on a comprehensive basis where everybody received an advantage of what would take place. He asked that they were going to leverage the tax for them to figure out a way that they could continue to do what they want to do to take advantage of the interest savings, but also to take time to help the little guys out.

Clerk Thomas went on record to state the fuel taxes were down because gas prices had been so high and when the gas prices go down, the fuel consumption and revenue would be up. He added that increasing the taxes would only compound the problem.

Commissioner Holt said, "...So far you can't do any projects because you have no money, and you don't have any money, you can't do any projects. So it's a no-win situation."

Commissioner Hinson had comments concerning the re-paving or resurfacing of the Lake Yvette roads.

Chair Croley asked the County Administrator if the one cent option fuel tax was shared and the ninth cent fuel tax goes to the County.

Mr. Presnell stated that was correct.

Chair Croley then stated he was in favor of refinancing the bond. He added that some of the truck stops that were the primary resource of tax revenue were having some financial problems as a result of an investigation by the Federal government and that is the major source of revenue and the County might be in a little bit of a problem if they decide to not stick around or don't stick around. He added as far as the one cent tax, the County had the majority of the roads; the County should receive the majority of the revenue.

**COMMISSIONER HINSON MADE A MOTION TO HOLD OFF UNTIL THE COUNTY MANAGER GOT FIGURES TOGETHER TO BRING BACK BEFORE THE BOARD AND THEN ENTERTAIN THE PROCESS.**

Chair Croley asked if Commissioner Hinson was moving for Option 4 (refinancing the bond) and he said someone else could move that motion, he was suggesting to hold off until they received the data.

Chair Croley explained if they moved for Option 4, they could refinance the bond and they would hold off on the other issues.

Commissioner Holt suggested they vote separately on the issues.

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 5-0 TO SPLIT THE ITEMS AND VOTE SEPARATELY ON THEM.**

**UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 TO APPROVE OPTION 4 AND REFINANCE THE BOND.**

Commissioner Holt asked Mr. Presnell what his projected figures were.

Mr. Presnell responded the ninth cent was \$240,000 and the local option would be \$180,000.

Chair Croley stated he understood the desire to see capital improvement projects in Public Works, but he asked everyone to remember there were other funds, i.e., SCRAP, SCOP and CRTPA monies.

Chair Croley declared the item dead and asked to move to the next item.

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

Mr. Presnell introduced the above item and stated it was a HUD project for the City of Gretna and the Board had previously approved this in 2011 and this was paperwork required to complete the project.

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE PAPERWORK.**

**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**

Mr. Presnell introduced the item and said they were at the point of approving the contract for the block grant.

*Commissioner Holt stepped out at this juncture of the meeting.*

**AUBURN FORD, 905 ROZENA LOOP, Havana, FL and CHARLIE HARRIS, 2255 Luten Road, Quincy, FL** appeared before the Board.

Anthony Matheny appeared before the Board and explained the State had made an "offer of contract" for \$385,000 grant to install sewer improvements for the proposed assisted living facility.

*Commissioner Holt returned at this juncture of the meeting.*

Chair Croley asked if conditions were not met, would the County be liable for repayment of the \$385,000 grant.

Mr. Matheny stated the County would not be liable; the participating party would be responsible for the entire amount after posting the appropriate surety bond for the entire amount.

Mr. Ford addressed the Board regarding comments made by Mr. Matheny and it was his opinion the surety bond was unnecessary and asked the Board to strike item 26 of the Participating Party Agreement.

Chair Croley asked to let the record show that he and Mr. Harris had a conversation days earlier at the Stones store in Havana regarding this project.

Commissioner Holt asked Chair Croley if getting a surety bond was that difficult.

Chair Croley responded, "It's not really insurance, Commissioner, it's ah, a surety bond guarantees performance and the ability to repay. It's based on three things, it's based on capital, character and capability, called a three-legged stool because the bible says there's the phrase, 'don't give anybody surety unless you know them well'. You require a surety bond whenever you do a construction job out here to make sure that the public is indemnified if something doesn't go right. I think there are probably avenues with Small Business Administration and others that would support Mr. Harris in this endeavor because all a surety bond, if I understood what you said, Mr. Matheny, is guaranteeing that should he default for some reason that the money being taken from the State would be indemnified back so that the County could reimburse that money. I, you know, that's a judgment call on behalf of the commission as to whether or not they feel that that protection is warranted for the taxpayers of the County."

Commissioner Holt asked if this has been required in the past on USDA.

Both Mr. Matheny and Mr. Presnell stated not as far as they knew.

Commissioner Holt stated once Mr. Harris showed he had cash on hand, was that his part?

Mr. Ford stated the cash on hand was his part, the \$385,000 is the County's part and they would get RFP's to dig the hole to put the pipe in the ground.

Commissioner Holt said the pipe was needed whether he was there or not to be able to bring in other businesses.

Chair Croley asked Mr. Presnell for the record, the sewer line pipe on Pat Thomas Parkway is undersized for additional businesses and not large enough and wants to make sure the pipe is of adequate size.

Commissioner Holt said the engineers told them if an 8" pipe was put in, you couldn't run a dry pipe, in order for the pumps to pump; you have to have a certain amount of volume.

Chair Croley stated if they were going to allow for additional growth in the area, he wanted to make sure that the same mistakes were not made again.

Commissioner Morgan asked how the surety bond originated.

Mr. Matheny commented that the DEO stated the surety bond would be one of the County's options to explore to better cover them.

Commissioner Morgan suggested Mr. Harris could get the other items met, come back to the Board and give them more assurances and maybe things could move forward without requiring the surety bond.

*Commissioner Morgan stepped out at this juncture.*

Chair Croley asked the Clerk if he had any input concerning this item.

Mr. Thomas said he did not recall any surety requirements in the past, nor were there any problems with Mr. Ford or Mr. Harris.

*Commissioner Morgan returned at this juncture of the meeting.*

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

#### **COUNTY ADMINISTRATOR**

##### **14. Update on Board Requests**

Mr. Presnell reminded the Board of the Budget workshop scheduled for Thursday, May 23<sup>rd</sup> at 4:00 p.m.

Chair Croley asked if the Emergency Management Interlocal Agreement had been received back from the Sheriff's Department and Mr. Presnell and it should be forthcoming.

Commissioner Hinson had comments regarding the emergency Management workshop that he attended last week.

**COUNTY ATTORNEY**

**15. Update on Various Legal Issues**

Nothing to report.

**DISCUSSION ITEMS BY COMMISSIONERS**

**16.**

**Commissioner Taylor, District 5**  
**Interlocal Agreement between Counties**

Commissioner Taylor mentioned the interlocal agreement between the municipalities and the monetary attachment and needed to be part of budgeting process.

**Stephen Dam**

She asked questions concerning the emergency meeting regarding Stephen Dam on Luten Road and Chair Croley explained no decision had been made.

She cautioned the Chair of the proper process on handling emergency items.

Chair Croley explained that "formality is, if there is an emergency declared by another agency, which is what they did, we have to respond and it is an emergency and under the authority under the emergency management program, the Chair, whether it had been you here or anybody else, we had to meet with them to listen to what they had to say and determine the scope of the emergency. That was all that was done and it was made very clear. We are not here to administer district 4 or district 5 or any other district. That was the information provided. Mr. Presnell drafted the response up on behalf of the County. We had them sign in, complete minutes were kept for everybody's information and that was put in the boxes I believe. I don't really know what else you're looking for."

Commissioner Taylor stated anytime the Chairman signs off on a document, it needed to be at direction given by the Board for him to sign.

**Gas Tax**

She asked to agenda the gas tax issue at the Manager's discretion to bring back before the Board to discuss the paving and road projects.

Commissioner Holt asked questions.

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT TO PLACE THE ITEM ON THE AGENDA, BEFORE THE VOTE WAS TAKEN, COMMISSIONER HINSON HAD QUESTIONS.**

**THE BOARD VOTED 3-2 BY VOICE VOTE. MOTION DENIED. CHAIR CROLEY, COMMISSIONER MORGAN AND COMMISSIONER HINSON OPPOSED.**

**Commissioner Holt, District 4**

**Stephen Dam**

Commissioner Holt spoke on the dam issue and stated it should not be decided or anyone meet regarding any issues without the commissioner from that district being involved.

**Tax Amendment**

She stated this needed to be brought back so it could be further discussed.

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR TO HAVE A WORKSHOP/SPECIAL MEETING, BEFORE THE VOTE WAS TAKEN THERE WAS DISCUSSION.**

**THE BOARD VOTED 4-1 BY VOICE VOTE. MOTION PASSED. CHAIR CROLEY OPPOSED.**

**Commissioner Morgan, District 3**

Commissioner Morgan had nothing to report.

**Commissioner Hinson, Vice-Chairman, District 1**

Commissioner Hinson spoke of the Emergency Management Workshop he attended and the need to bring someone here for informational purposes on emergency management. He said he would get information to Mr. Presnell so this could be agendaed.

He thanked public works and all employees for their quick response when needed.

He informed everyone of Havana Northside's reunion coming up the weekend and stated he would be the grand marshal.

**Commissioner Croley, Chairman, District 2**

Chair Croley publicly apologized to Commissioner Morgan for earlier attempting to interfere with remarks from Commissioner Morgan regarding the Summer Youth Program.

**Budget Workshop**

He stated he would be out of town for the budget workshop to be held Thursday at 4:00 p.m., it required no quorum and Commissioner Hinson would be handling it.

**Politics**

Chair Croley stated there were a lot of motions starting to be made about going into the cash balance and cautioned the entire Board to be mindful if they kept pulling down reserves, money would not be there when needed. He advised them to be slow and cautious.

**RECEIPT AND FILE**

**17.**

- a. For the Record: April 26, 2013, Gadsden County Health Department's Prevention and Education Program 2<sup>nd</sup> 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.

Gadsden County Board of County Commissioners  
May 21, 2013-Regular Meeting

**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.

**MOTION TO ADJOURN**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 8:53 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**

AT A REGULAR MEETING OF THE BOARD OF COUNTY  
COMMISSIONERS HELD IN AND FOR GADSDEN  
COUNTY, FLORIDA ON JUNE 4, 2013, AT 6:00 P.M., THE  
FOLLOWING PROCEEDINGS WAS HAD, VIZ:

Present: Doug M. Croley-District 2, Chairman  
Eric Hinson-District 1, Vice Chairman  
Gene Morgan-District 3  
Brenda Holt-District 4 (arrived late)  
Sherrie Taylor-District 5  
Deborah Minnis, County Attorney  
Robert Presnell, County Administrator  
Marcella Blocker, Deputy Clerk

**INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL**

Chair Croley called the meeting to order at 6:01 p.m. and asked everyone to stand for the prayer and the pledge of allegiance to the U.S. Flag.

*Commissioner Hinson arrived at this juncture of the meeting.*

**AMENDMENTS AND APPROVAL OF AGENDA**

Chair Croley asked Mr. Presnell if there were any amendments to the Agenda and Mr. Presnell responded there were.

Mr. Presnell informed the Board there was Item #7 to add to the Consent Agenda-Support of a Grant Proposal for Second Chance Act Two-Phase Adult Reentry Demonstration Program: Planning and Implementation FY 2013 Competitive Grant Announcement

**UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-0 BY VOICE VOTE TO APPROVE THE AGENDA AS AMENDED.**

**AWARDS, PRESENTATIONS AND APPEARANCES**

**1. Presentation on the Florida Property Assessed Clean Energy (PACE) Funding Agency Program**

Mr. Presnell stated the first item was a presentation of the PACE program.

**Jonathan F. Schaefer, Program Manager, Third Party Administrator for the Florida PACE Funding Agency and David Ash, Acting Regional Adversary,** appeared before the Board to present the item.

Mr. Ash explained one of the things this program would do would give people the opportunity to retro-fit their homes or businesses to be more energy efficient or to retro-fit their properties in case of a natural disaster.

*Commissioner Holt appeared at this juncture of the meeting*

Gadsden County Board of County Commissioners  
June 4, 2013-Regular Meeting

Mr. Schaefer gave a brief overview of the PACE program and the benefits that it provided and said the program was statutorily governed. He explained this was a local government entity that made financing available to property owners within their jurisdictional limits for installation of qualified improvements and that it was financed for property owners and was repaid through property assessments. He listed several advantages of the program available to local governments, contractors and property owners.

Commissioner Morgan asked questions regarding the program and statutory requirements and the range of interest rates.

Commissioner Holt asked that Mr. Schaefer explain the payback of the loan.

Mr. Schaefer explained by statute, mortgage lenders had a way to escrow the amount and there are no penalties for full payoff and no opportunity for partial payoff at this point.

Commissioner Taylor stated she had sat in on the presentation to the City of Quincy and asked Mr. Schaefer if all he needed was a vote of approval and then stated once that was done, the County had no control over the process and it concerned her. She added once the Board approved this, there would be no recourse.

Mr. Schaefer explained, in terms of control, before any assessments are placed, the County has the right to get out of the contract; after the first assessment is placed, the contract may be terminated at any time for cause without cost or obligation.

Mr. Presnell stated there was more information that was distributed at the meeting and thought this was a good program if used responsibly, and was an opportunity for someone to be able to put in a new air conditioner or a new roof without a lot of out-of-pocket.

Chair Croley spoke and said there had been a lot more time spent on this than planned and if the Commissioners wished to consider this further, it needed to be added to the agenda at a later date.

Mr. Schaefer asked to leave the commissioners with a couple of statements:

- The more control the County has, the more liability they have. The agency has been set up in a way to shield the county from liability.
- Please consider what other options the property owner would have, if they are a business and could not get a commercial loan, what would their other option be?

#### CLERK OF COURTS

#### 2. County Finance and County Clerk Issues

Clerk Thomas was not present.

#### CONSENT

**UPON MOTION OF COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO ACCEPT THE AGENDA.**

#### **3. Approval of Minutes**

Gadsden County Board of County Commissioners  
June 4, 2013-Regular Meeting

-May 7, 2013-Regular Meeting

4. **Ratification of Approval to Pay County Bills**
5. **Approval of Signatures for Special Assessment Liens and Rehabilitation Contract-State Housing Initiative Partnership "SHIP" Program**
6. **Approval to Sell Surplus Vehicle to the City of Quincy**
7. **Support of a Grant Proposal for Second Chance Act Two-Phase Adult Reentry Demonstration Program: Planning and Implementation FY 2013 Competitive Grant Announcement**

#### **ITEMS PULLED FOR DISCUSSION**

#### **CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS**

*Commissioner Morgan stepped out at this juncture of the meeting.*

**Paisley Pryor, 352 Ashton Court, Quincy, FL**, appeared before the Board regarding an unpermitted soccer field that was in the neighborhood and tournaments were held weekly there causing a disruption with heavy traffic in the neighborhood. She read a letter that addressed the concerns of the area residents and it was signed by the residents, along with photos of the events that were in progress that were date and time stamped.

*Commissioner Morgan returned at this juncture of the meeting.*

Chair Croley asked Mr. Presnell to look into the complaints of the area residents.

Mr. Presnell asked Ms. Pryor to see Clyde Collins to give him her contact information and stated the matter would be looked into.

#### **PUBLIC HEARINGS**

#### **GENERAL BUSINESS**

#### **COUNTY ADMINISTRATOR**

##### **7. Update on Board Requests** **Emergency Management**

Mr. Presnell informed the Board that the Emergency Management Agreement had been signed by the Chair and the Sheriff and he would be proceeding with the requirements of the agreement to implement everything.

##### **SHIP Money**

He informed the Board that the Legislature had funded more SHIP money and Staff would be updating the SHIP by-laws and committee.

**Community Surveys**

He said there were people out doing some community and business needs assessments and gathering statistical data and a document would be put together for strategies.

**Privatization of Probation**

Mr. Presnell stated that during the Budget Workshop that had been held earlier, privatization of Probation was mentioned and he has had conversations with Judge Garner, Nicholas Thomas and probation people and thought it was worth bringing it to the table. He stated there was another budget workshop scheduled for June 20<sup>th</sup> at 4:30 p.m.

Chair Croley said historically, because of the FAC meeting, it had been customary in the past that the 2<sup>nd</sup> meeting in June be waived because of the conference and he asked if anyone had a problem with the meeting scheduled on June 18<sup>th</sup>.

Commissioner Holt said she did.

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 5-0 THAT THE MEETING SCHEDULED FOR JUNE 18, 2013 WOULD NOT BE HELD.**

**UPON MOTION BY COMMISSIONER HINSON AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 5-0 BY VOICE VOTE THAT THE BUDGET WORKSHOP SCHEDULED FOR JUNE 20, 2013 SHALL BE RESCHEDULED FOR JULY 2, 2013 AT 4:30.**

Mr. Presnell informed the Board of a Rural County Summit that would be held at the Pat Thomas Academy on July 9 & 10, 2013. The first day will be concerning school safety and the second day will focus on emergency preparedness.

Chair Croley thanked Mr. Presnell for the leadership shown in getting the emergency management agreement signed and in the code enforcement and magistrate proceedings that had been held thus far.

Chair Croley asked Mr. Presnell what precautions were being taken in securing the parking lot behind the Edward J. Butler building regarding public drinking and other problems that have resurfaced.

Mr. Presnell stated that some time ago overhead lighting had been placed there and signs were erected.

Chair Croley stated that he comes to the office after Church on Sundays and for a period of time the situation was a lot better, but there had been some changes in the neighborhood that has reversed and it was not a good situation. He asked that the level of attention be raised and hoped that things would improve.

**COUNTY ATTORNEY**

**8. Update on Various Legal Issues**

There were no updates.

**DISCUSSION ITEMS BY COMMISSIONERS**

**9.**

**Commissioner Taylor, District 5**

Commissioner Taylor asked to have the emergency agreement placed on the agenda for an update and review because of the length of time it had been since it was last discussed.

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 BY VOICE VOTE TO PLACE THE EMERGENCY MANAGEMENT AGREEMENT ON THE AGENDA FOR A REVIEW.**

Commissioner Taylor also said because the hurricane season was upon us, she was not clear of the actual plan in case of a hurricane or extreme weather and asked for an update regarding that also.

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 5-0 BY VOICE VOTE TO PLACE THE EMERGENCY MANAGEMENT AGREEMENT ON THE AGENDA FOR A REVIEW.**

**Privatization of Probation**

Commissioner Taylor asked if the Judge and/or a representative from probation would attend the workshop to present the pros and cons for the board.

**Commissioner Holt, District 4**

Commissioner Holt asked if any of the economic development groups that had been given funding brought any reports, i.e., Chamber, Small Business Development on what had been done thus far.

Mr. Presnell responded no.

Commissioner Holt stated that they were to bring in reports every so often, now the Board was preparing to go to the Conference and the information would be helpful.

Chair Croley asked if the Board would like the Administrator to make a request formally to the groups for an update.

The Board responded Yes.

**Jail locks**

She asked the status of the Jail and the facility next-door and if it was vacant or going to be vacant.

Mr. Presnell commented that it was not vacant, but there were plans to move the inmates to the newly constructed building in Midway possibly sometime in January.

She added that the Board needed to make a decision if they wanted to replace the locks at the jail or wait to go after another facility after Department of Corrections decided what they were doing and when.

Mr. Presnell stated the locks were going out for bid and after the bids were received, it would be

an action item to come before Board.

**Commissioner Morgan, District 3**

Commissioner Morgan asked to have the PACE program that was presented be placed on the agenda for discussion and decision. He stated he understood the potential concerns, but he thought in this county there were some folks that could benefit from the program and if that was something that was out there for an opportunity, the Board did not need to penalize those who could take advantage of it and it might help increase revenues for the County by potentially increasing property values as well.

**UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 3-2 BY VOICE VOTE TO PLACE THIS ITEM ON THE AGENDA FOR DISCUSSION AND POSSIBLE DECISION. COMMISSIONER HOLT AND COMMISSIONER TAYLOR OPPOSED.**

Commissioner Morgan asked Mr. Presnell for a copy of the mowing schedule.

**Commissioner Hinson, Vice Chairman**

Commissioner Hinson stated he had spoken with Mr. Presnell regarding concerns he had with the advertisement for the Summer Youth Program and he had a problem with wording of advertisement.

Mr. Lawson came forward and said initially the Board had approved 50 slots and he specifically remembered the Board asked that the Administrator set criteria for selection of children for program and the same criteria was used for the second round. He went on to state if the Board chose to change the program at this stage, it might as well be scrapped for this year because there was no time to review all of the applications and start from scratch.

Commissioner Hinson spoke passionately concerning the program. For more details, please review the audio/video that can be found on the Clerk's website at [www.gadsdenclerk.com](http://www.gadsdenclerk.com).

Chair Croley asked Commissioner Hinson to write out his thoughts and to furnish them to the Administrator to incorporate it for future programs.

**Commissioner Croley, Chairman**

Chair Croley said an email had been received that the lighting for the Greensboro, Gretna and Midway interchanges will be designed this month and then construction monies should be developed after July 1<sup>st</sup>.

He added that positive things are going on with regards to the port in St. Joe, which an agreement has possibly been entered into with St. Joe Paper and this would be beneficial to economic development.

**Receipt and File**

10.
  - a. For the Record: May 13, 2013, FY2012 Audit Result Letters to Constitutional Officers from Chairmen Doug Croley

Gadsden County Board of County Commissioners  
June 4, 2013-Regular Meeting

**June Meeting(s):**

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

**MOTION TO ADJOURN**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 7:25 P.M.**

**GADSDEN COUNTY, FLORIDA**

---

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

**ATTEST:**

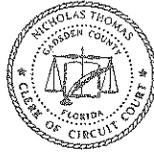
---

**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: June 18, 2013

---

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

Accounts Payable Dated: June 28, 2013

Payroll: June 27, 2013

Payroll Deductions: June 27, 2013

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** July 2, 2013

**Date Submitted:** June 19, 2013

**To:** Honorable Chairperson and Members of the Board

**From:** Robert Presnell, County Administrator

**Subject:** Approval Of Participation In The Application Process For The FFY-2013 Edward Byrne Memorial Justice Assistance Grant (JAG)

---

### **Statement of Issue:**

This agenda item seeks the Board's approval to participate in the application process for the Federal Fiscal Year (FFY) 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) and to designate a coordinator responsible for preparation of the grant application.

### **Background:**

The Florida Department of Law Enforcement (FDLE) has notified the County that they anticipate the award of JAG funds from the United States Department of Justice. FDLE has set aside \$41,238 for use by all units of government within Gadsden County. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice. Local units of government have the flexibility to implement projects in any of the seven federally approved purpose areas which include (1) Law Enforcement Programs, (2) Prosecution and Court Programs, (3) Prevention and Education Programs, (4) Corrections and Community Corrections Programs, (5) Drug Treatment and Enforcement Programs, (6) Planning, Evaluation and Technology Improvement Programs, and (7) Crime Victim and Witness Programs.

As a condition for participation in this program, the units of government within each county must reach a consensus concerning the expenditure of these funds. This consensus must include the project(s) to be implemented as well as the agency responsible for its implementation.

In an effort to develop such consensus, FDLE has requested that the Board of County Commissioners assume the coordinating role in the development of applications for these funds. In the event the County declines to serve in this capacity, FDLE will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

**Analysis:**

In FFY-2012 the County was awarded JAG funds from FDLE. The Gadsden County Sheriff's Office was designated as the coordinating entity and the grant was used to fund the Gadsden County Sheriff's Office's Countywide Area Drug Taskforce. Specifically, the grant partially funded one Narcotics Investigator position and operating expenses for the Narcotics Taskforce Unit. Unless a different consensus is reached among the local law enforcement agencies, it is anticipated that the grant dollars will be utilized in the same manner.

The deadline to complete and submit the Certificate of Participation to FDLE is June 30, 2013. The deadline to complete the online application for the grant is July 24, 2013 at 5:00pm and the printed application (two hard copies with original signatures) must be submitted by August 2, 2013 at 5:00pm.

**Fiscal Impact:**

There will be no fiscal impact associated with the acceptance of this grant as there is no match requirement under the guidelines of the JAG program.

**Options:**

- Option 1      Approve participation in the application process for the FFY-2013 Edward Byrne Memorial Justice Assistance Grant (JAG), designate the Gadsden County Sheriff as the coordinator responsible for preparation of the grant application and authorize the Chair to execute the Certificate of Participation.
- Option 2      Do not approve participation in the application process for the FFY-2013 Edward Byrne Memorial Justice Assistance Grant (JAG).
- Option 3      Board Direction

**County Administrator's Recommendation**

Option 1

**Attachment:**

FDLE Award Letter & Program Announcement  
JAG Certificate of Participation



Florida Department of  
Law Enforcement

Gerald M. Bailey  
*Commissioner*

**Business Support**  
**Office of Criminal Justice Grants**  
Post Office Box 1489  
Tallahassee, FL 32302-1489  
(850) 617-1250  
www.fdle.state.fl.us

Rick Scott, *Governor*  
Pam Bondi, *Attorney General*  
Jeff Atwater, *Chief Financial Officer*  
Adam Putnam, *Commissioner of Agriculture*

May 24, 2013

**RECEIVED**

MAY 30 2013

COUNTY ADMINISTRATOR'S  
OFFICE

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

Re: Federal Fiscal Year (FFY) 2013 Edward Byrne Memorial Justice Assistance  
Grant (JAG) Program – JAG Countywide – State Solicitation

Dear Chairman Croley:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2013 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$41,238 funds for use by all units of government within Gadsden County. The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note that the Program Announcement includes information from the U.S. Department of Justice relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation.

Developing such consensus will require someone to exercise leadership and assume a coordinating role in the development of applications for these funds. FDLE recommends that the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

The Honorable Douglas Croley  
May 24, 2013  
Page Two

The enclosed Certificate of Participation form requests the identification of an individual coordinator. We will send this individual further information regarding the application process in FDLE's on-line grant management system. Please complete the enclosed Certificate of Participation and return it as soon as possible to:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
Tallahassee, Florida 32308  
Attention: Clayton H. Wilder, Administrator

FDLE does not discriminate, and prohibits subgrant recipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

We look forward to working with you. If you have any questions or if we can provide you with any assistance regarding the JAG Program, please contact me at (850) 617-1250.

Sincerely,

  
Clayton H. Wilder  
Administrator

CHW/JP/al

Enclosures

cc: Mayors in Gadsden County  
Law Enforcement Agencies in Gadsden County  
Project Directors in Gadsden County

**PROGRAM ANNOUNCEMENT  
FEDERAL FISCAL YEAR 2013**

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program  
Countywide State Solicitation**

The State of Florida, Department of Law Enforcement (FDLE), anticipates an award from the United States Department of Justice (USDOJ) for \$7,071,683 in Justice Assistance Grant (JAG) funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code. This announcement is to notify eligible applicants of program requirements. Please note this Program Announcement includes information from the USDOJ relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

**Eligible Applicants**

Units of local government are eligible to receive subgrants from FDLE. "Units of local government" means any city, county, town, township, borough, parish, village, or other general-purpose political subdivision of a State and includes Native American Tribes that perform law enforcement functions as determined by the Secretary of the Interior.

**Program Strategy and Purposes**

JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice. Local units of government receiving JAG funding have the flexibility to implement projects in any of the seven federally approved purpose areas, listed below.

- 1) Law enforcement programs
- 2) Prosecution and court programs
- 3) Prevention and education programs
- 4) Corrections and community corrections programs
- 5) Drug treatment and enforcement programs
- 6) Planning, evaluation, and technology improvement programs
- 7) Crime victim and witness programs

Any law enforcement or justice initiative previously eligible for funding under Byrne or LLEBG is eligible for JAG funding.

**Coordination Efforts**

Each county is allocated a sum of money for use by all local governments within the county. This amount is determined through a funding algorithm established in the administrative rule.

Chapter 11D-9.005, Florida Administrative Code, requires that units of government in each county reach consensus concerning the expenditure of these funds, including the projects to be implemented and the agency responsible for such implementation. Maximum coordination is required to meet this program requirement, and the Department requests the county board of commissioners to serve as the coordinating unit for all local governments within the county. The Chairman, Board of County Commissioners, in each county so notified is requested to return to the Department a statement of certification indicating the county's willingness to serve. This certification must be returned within 30 days from the date of receipt of notification. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

Each county or coordinating unit of government is encouraged to form a criminal justice coordinating/planning group to identify and implement criminal justice priorities for the county, to plan strategies to address those priorities, to identify areas of greatest need, and to review all possible sources of revenue to make sure that funds go to the programs or issues that need them most.

Furthermore, FDLE requires that units of government in each county reach consensus concerning the expenditure of the JAG funds, including the projects to be implemented and the agency responsible for such implementation. Each county must document this consensus by submitting letters from at least 51 percent of the units of government which also represent at least 51 percent of the population located in said county.

#### **Match Requirements**

There is no match requirement under the guidelines of the JAG program.

#### **DOJ/Bureau of Justice Assistance (BJA) Priorities**

BJA wishes to ensure that recipients are aware of several areas of national focus and priority and to encourage recipients to maximize the effective use of JAG funds. The following is a brief list of key priorities:

- 1) Reducing Gun Violence
- 2) Recidivism Reduction and Justice System Realignment
- 3) Indigent Defense
- 4) Evidence-Based "Smart" Programs

For more information on BJA's priorities, recipients may access: <https://www.bja.gov/Funding/13JAGStateSol.pdf> (see pages 13-14). This is for informational purposes only; do not apply for any funds through this solicitation. Recipient must still submit an application for funding through SIMON.

### **Application Requirements and Deadlines**

Once the Certificate of Participation form designating the coordinator for your county is received, the Office of Criminal Justice Grants will send this individual further information regarding the application process.

Applicants must apply on-line using FDLE's grant management system. The deadline for the on-line submission is **5:00 P.M., Wednesday, July 24, 2013.** In addition, applicants must print out the completed application and submit **two (2) hard copies** (both with *original signatures*) no later than **5:00 P.M., Friday, August 2, 2013.** **A separate application must be submitted for each proposed project.** Applications should be mailed or hand delivered to the Florida Department of Law Enforcement, Office of Criminal Justice Grants, 2331 Phillips Road, Tallahassee, Florida 32308, Attention: Clayton H. Wilder, Administrator.

Applications must be accompanied by letters of approval representing agreement among at least 51 percent of all units of local government representing at least 51 percent of the county population as to the allocation of dollars to each project in the county.

**Questions regarding this Program Announcement should be directed to Clayton H. Wilder, Florida Department of Law Enforcement, at (850) 617-1250.**

# CERTIFICATE OF PARTICIPATION

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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

Mr. Clayton H. Wilder  
Administrator  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Mr. Wilder:

This is to inform you that the Board of County Commissioners Accepts \_\_\_\_  
Declines \_\_\_\_ the invitation to serve as the coordinating unit of government in the Florida  
Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant  
(JAG) Program.

For purposes of coordinating the preparation of our application(s) for grant funds with  
the Office of Criminal Justice Grants, we have designated the following person:

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

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

E-mail address: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ County: \_\_\_\_\_

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

Sincerely,

Chair, Board of County Commissioners

# **Board of County Commissioners**

## **Agenda Request**

**Date of Meeting:** July 2, 2013

**Date Submitted:** June 19, 2013

**To:** Honorable Chairperson and Members of the Board

**From:** Robert Presnell, County Administrator  
Aaron Kissler, GCHD Administrator

**Subject:** Approval To Commit The Existing County Building And Site Utilized By The Gadsden County Health Department For Renovation / Construction Funding Through Possible Legislative Funding

---

### **Statement of Issue:**

This agenda item seeks the Board's approval to commit the existing County building and site utilized by the Gadsden County Health Department for renovations / construction funding through the Florida Legislature.

### **Background:**

Each year, local county health departments submit funding requests for capital improvement projects to the Florida Department of Health. The Department in turn rates these projects for submission to the Florida Legislature for possible funding appropriations. The Gadsden County Health Department's Administrator desires to submit a funding request in the amount of \$8million for renovations / construction on behalf of the local facility owned by the County.

In order to move forward with submitting the funding request, the Florida Department of Health requires that the County enter into an agreement with their agency agreeing to commit the County owned facility and site at 278 LaSalle LeFalle Drive in Quincy to undergo the requested renovations / construction if funding is acquired. The renovation and construction will be used solely for services provided by the Health Department.

Upon completion of the renovations, the County will assume all maintenance and ownership of the facility as outlined in the core contract between the County and the Florida Department of Health.

**Analysis:**

The Gadsden County Health Department Administration submitted a funding request to the Florida Department of Health for consideration during the 2012 Legislative Session. The suggested project received a rating from the Florida Department of Health which placed them in the top five recommended projects. Unfortunately, neither the House nor Senate picked up the project in their budget so funding was not successfully acquired. The Gadsden County Health Department will be submitting the same project for consideration during the 2014 Session. Prior to submitting the new request, the Florida Department of Health is requesting that the County enter into an agreement committing their support of the proposed renovation / construction project.

**Fiscal Impact:**

N/A

**Options:**

- Option 1      Approve the Agreement between the County and the Florida Department of Health to commit the facility and site that houses the Gadsden County Health Department for renovations / construction through possible funding from the Florida Legislature and authorize the Chair to sign the agreement.
- Option 2      Do not approve the Agreement between the County and the Florida Department of Health to commit the County facility and site that houses the Gadsden County Health Department for renovations / construction through possible funding from the Florida Legislature.
- Option 3      Board Direction

**County Administrator's Recommendation**

Option 1

**Attachment:**

Agreement between the County and the Florida Department of Health (2 copies)

**AGREEMENT BETWEEN**  
**STATE OF FLORIDA DEPARTMENT OF HEALTH**  
**AND**  
**GADSDEN COUNTY, FLORIDA**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("Department") and Gadsden County, Florida ("County"), through their undersigned authorities, effective upon the last signature affixed hereto.

WHEREAS, the Florida Department of Health provides services to protect the health of the public living in or visiting the state of Florida Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services." In accordance with the Department's Land Policy DOHP-250-5-13, as amended, the county through its Board of County commissioners shall provide the land for a new facility construction to be funded through the Florida Department of Health. Prior to and during the legislative request process for said funding the county and the Department of Health shall enter into this agreement.

THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- A. Gadsden County owns the building site where the main county health department facility is currently located in Quincy at 278 LaSalle LaFall Drive.
- B. Gadsden County agrees to commit the existing building and site for the renovation and construction funding of the Gadsden County Health Department as the Department places the project for Gadsden County on the Department prioritized Fixed Capital Outlay listing, being fully understood that in accordance with Chapter 216 F.S. legislative approval is required for any Fixed Capital Appropriation and that the Department cannot commit to a specific success of any appropriation without Legislative approval. If funding is appropriated in that period in full or in part the county agrees the site is then committed to the completion of the project funding and construction unless mutually agreed by the county and the Department.
- C. Gadsden County agrees that upon completion of the renovation and construction of the Gadsden County Health Department by the Florida Department of Health and as provided for in the Gadsden County core contract, it will assume the maintenance and ownership of the facility pursuant to the provisions of Chapter 154 F.S.
- D. Gadsden County agrees the Gadsden County Health Department facility renovation and addition funded by the legislature on the site will be used solely for Department of Health services and for its useful life unless otherwise authorized in writing by the Gadsden County Board of County Commissioners and the State Surgeon General.

E. Gadsden County agrees that the Gadsden County Health Department shall not pay rent for the state funded facility.

In WITNESS THEREOF, the parties hereto have caused this 2 page agreement to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of July, 2013.

GADSDEN COUNTY, FLORIDA

FLORIDA DEPARTMENT OF HEALTH

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

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

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Chairman,  
Board of County Commissioners

TITLE: State Surgeon General

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTESTED TO:

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

SIGNED BY: 

NAME: \_\_\_\_\_

NAME: Aaron M. Kissler, MPH

TITLE: \_\_\_\_\_

TITLE: Administrator, Florida Department of  
Health in Gadsden County

DATE: \_\_\_\_\_

DATE: June 4, 2013

**Board of County Commissioners  
Agenda Request**

**Date of Meeting:** July 2, 2013

**Date Submitted:** June 19, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Robert M. Presnell, County Administrator  
Curtis P. Young, Interim Public Works Director

**Subject:** Approval of Public Works Mosquito Control Budget FY 2013-2014

---

**Statement of Issue:**

Annually, the Public Works Department must apply to the Department of Agriculture and Consumer Services (DOACS) for matching funds according to Florida Statutes, Chapter 388. Attached are required documents for submission to the Department of Agriculture and Consumer Services after approval by the Board of County Commissioners.

**Background:**

The Gadsden County Mosquito Control program is partially funded by the Department of Agriculture and Consumer Services, State of Florida. Annually, the County must submit a Detailed Work Plan Budget. Consumer Services reviews the documents provided, and upon their approval, the State of Florida provides partial funding for the spraying of mosquitoes during the year.

**Analysis:**

Based on historical funding, the attached budget provides for the spraying of mosquitoes during the next Fiscal Year. This includes a base salary for one employee and funding for materials required to provide a complete mosquito control program for the entire County.

**Fiscal Impact:**

The County's match for this program is \$56,464.00 for the FY 2013/14. The budgetary constraints placed on DOACS by the Legislature, has been reduced from the previous year. The estimated proposed award for Gadsden County will be \$29,456, which is an increase of last year's contribution of \$18,500. To continue this program within the County, the difference will need to be made by the County. This is planned for in the budgeting process and is budgeted accordingly. It has also been recommended in the preliminary reviews of the FY 2013-14 budget.

**Options:**

1. Approve the Detailed Work Plan Budget as prepared.
2. Provide other direction

**Recommendations:**

Option 1

**County Administrator Recommendations:**

Option 1

**Attachments:**

1. Detailed Work Plan Budget – Anthropod Control (2 copies)





Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

FOR COUNTY OR

Submitted to:  
Board of Environmental Policy  
3200 University Blvd, Suite A  
MS-641  
Tallahassee, FL 32309-1630

Section 386.341, F.S. and 5E.15.02(1) and (2), E.A.C.  
Telephone Number: (904) 617-7987

DETAILED WORK PLAN BUDGET - ARTHIPOD CONTROL

RECOMMENDED FOR APPROVAL		FOR FISCAL YEAR BEGINNING OCTOBER 1, 2013 ENDING SEPTEMBER 30, 2014		TO BE PAID FROM			PROGRAM ELEMENTS	
DATE	APPROVED BY	COUNTY OR DISTRICT	PERIODIC QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	FEDERAL
DATE	DATE							
ACCOUNT	TITLE							
	<b>EXPENDITURES</b>							
	BALANCE BROUGHT FORWARD				\$ 72,420.00	\$ 42,964.00	\$ 29,456.00	
52.1	Gasoline/Oil/tube							
	Gasoline				\$ 1,900.00	\$ 1,900.00		
	Oil				\$ 100.00	\$ 100.00		
52.2	Chemicals							
	Adulticide				\$ 5,000.00	\$ 5,000.00		
	Larvicide				\$ 5,000.00	\$ 5,000.00		
52.3	Protective Clothing							
	Uniform				\$ 300.00	\$ 300.00		
52.4	Misc. Supplies							
	Supplies and Incidentals				\$ 300.00	\$ 300.00		
52.5	Tools & Implements							
54	Publications & Dues							
	Books Subscriptions				\$ 100.00	\$ 100.00		
55	Training							
	Training Classes				\$ 800.00	\$ 800.00		
60	Capital Outlay							
71	Principal							
72	Interest							
81	Aids to Government Agencies							
83	Other Grants and Aids							
89	Contingency (Current Year)							
99	Payment of Prior Year Accounts							
	TOTAL BUDGETARY EXPENDITURES AND BALANCE				\$ 85,920.00	\$ 56,464.00	\$ 29,456.00	

PREPARED BY: James S. Wells

DATE: 6/19/2013

APPROVED BY:

DATE:

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** July 2, 2013

**Date Submitted:** June 19, 2013

**To:** Honorable Chairperson and Members of the Board

**From:** Robert Presnell, County Administrator

**Subject:** Approval of The **WORKFORCE plus** June 2012 and 2011 Audit and 2013-2014 Proposed Budget

---

### **Statement of Issue:**

This agenda item seeks the Board's approval of the **WORKFORCE plus** June 2012 and 2011 Audit and their 2013-2014 Proposed Budget.

### **Background:**

In May 1996 the Board approved the establishment of a Jobs and Education Regional Board (Big Bend Jobs and Education Council) that would serve as the Workforce Development Consortium for the region (Gadsden, Leon and Wakulla Counties). This Consortium is comprised of one designee from each of the Board of County Commissioners. At the May 1996 meeting, an Interlocal Agreement between the County and **WORKFORCE plus** was also approved by the Board.

At the February 19, 2013 BOCC meeting, the Board approved a revised Interlocal Agreement between the County and **WORKFORCE plus** in response to the Workforce Accountability Act passed during the 2012 Legislative Session. This Act requires that each County review and approve the local workforce board budget as well as participate in the review and approval of the annual audit.

### **Analysis:**

N/A

### **Fiscal Impact:**

N/A

**Options:**

Option 1

Approve the **WORKFORCE plus** June 2012 and 2011 Audit and the 2013-14 Proposed Budget and authorize the Chair to executive the supplemental document requiring signature by Consortium Members.

Option 2

Do not approve the **WORKFORCE plus** June 2012 and 2011 Audit and the 2013-14 Proposed Budget.

Option 3

Board Direction

**County Administrator's Recommendation**

Option 1

**Attachment:**

**WORKFORCE plus** June 2012 and 2011 Audit  
**WORKFORCE plus** 2013-2014 Proposed Budget  
Supplemental Document for The Chair's Signature

# WORKFORCE *plus* Your Employment Solution

## Officers

Barbara C. Edwards, Chairwoman  
R. Martin Shipman, Vice-Chair  
Leanders "Lee" Harvey, Secretary  
G. Patrick Hutto, Treasurer  
Timothy J. Meenan, Past Chairman

June 5, 2013

To the Attention of Budget Review  
Workforce Florida, Inc.  
1580 Waldo Palmer Lane - Ste. 1  
Tallahassee, FL 32308

To Whom It May Concern:

Per the executed interlocal agreements which outline the established role of **WORKFORCE plus** and the Gadsden, Leon and Wakulla County Commissions these entities have all agreed to the formation of the Workforce Development Consortium (WDC). The WDC made up of a designee from each county commission body has been tasked with the following: **WORKFORCE plus** budget and audit approval.

Therefore, the attached budget is being submitted on behalf of the Big Bend Jobs & Education Council, Inc. d/b/a **WORKFORCE plus** (RWB5). This supplemental document recognizes the approval received from the following entities:

- **WORKFORCE plus** Board of Directors and Chairperson
- Workforce Development Consortium (i.e. Chief Elected Officials)

## Administrative Office

325 John Knox Road, Bldg. B100  
Tallahassee, FL 32303  
(850) 414-6085  
(888) WFP-JOB1  
Fax (850) 410-2595  
www.wfplus.org

## Center for Business and Employer Services

2525 S. Monroe Street, 3A  
Tallahassee, FL 32301  
(850) 413-0315

## Executive Center

325 John Knox Road, Bldg. B100  
Tallahassee, FL 32303  
(850) 414-6085

## Gadsden County

1140 W. Clark St.  
Quincy, FL 32351  
(850) 875-4040

## Leon County

2525 S. Monroe Street, 3-A  
Tallahassee, FL 32301  
(850) 922-0023

## Wakulla County

3278 Crawfordville Hwy., Unit G  
Crawfordville, FL 32327  
(850) 926-0980

Gadsden Consortium Member, ~~Brenda Holt~~  
Douglas M. Croley, Chair

Date

Leon Consortium Member, Nick Maddox

Date

  
Wakulla Consortium Member, Jerry Moore

Date 6/5/2013

**WORKFORCE plus** Chairperson, Barbara C. Edwards

Date

**WORKFORCE plus** Chief Executive Officer, Jim McShane

Date

Questions related to the submitted budget should be directed to Matthew Salera, Chief Financial Officer, **WORKFORCE plus** at (850) 617-4606. If you have any other questions, I can be reached by e-mail at [Jim.McShane@wfplus.org](mailto:Jim.McShane@wfplus.org) or by phone at 617-4601.

Sincerely,

Jim McShane  
Chief Executive Officer  
**WORKFORCE plus**

JM:ms

Attachment

**WORKFORCE *plus***  
**FINANCIAL BUDGET**  
**FISCAL YEAR 2013-2014**  
**CONSOLIDATED**

	2012-2013 APPROVED BUDGET	2013-2014 PROPOSED BUDGET	VARIANCE
<b>PROGRAM REVENUE</b>			
Anticipated revenue	\$6,597,140	\$6,233,063	-\$364,077
Total Revenue	\$6,597,140	\$6,233,063	-\$364,077
<b>DIRECT PROGRAM COSTS:</b>			
Participant Training, EWT, OJT	\$635,000	\$695,000	\$60,000
Books & Supplies	\$22,000	\$45,000	\$23,000
Uniforms	\$13,000	\$13,000	\$0
Transportation & Incentives	\$75,000	\$10,000	-\$65,000
Testing/Certifications	\$75,200	\$70,000	-\$5,200
Primary Services Contract - One-Stop Operations	\$2,467,000	\$2,555,000	\$88,000
Primary Services Contract - WIA Youth Work Expe	\$270,575	\$350,000	\$79,425
Economic Development/Industry Analysis	\$44,114	\$35,000	-\$9,114
Workforce Express	\$28,200	\$28,200	\$0
Youth Build	\$531,865	\$120,000	-\$411,865
Youth Build Supplies	\$150,000	\$0	-\$150,000
Federal Veterans Standdown	\$7,000	\$0	-\$7,000
Engineering Tech & Advanced Manufacturing	\$30,000	\$0	-\$30,000
Total Program	\$4,348,954	\$3,921,200	\$427,754
<b>ALLOCATED COSTS &amp; EXPENSES:</b>			
Salaries & Benefits/Payroll Services	\$900,000	\$1,040,000	\$140,000
Accounting & Auditing	\$22,000	\$22,000	\$0
Advertising & Marketing	\$70,000	\$70,000	\$0
Board Expenses	\$6,500	\$6,500	\$0
Cell Phones/Pagers	\$3,750	\$3,750	\$0
Conferences & Seminars	\$4,000	\$4,000	\$0
Dues & Memberships	\$8,000	\$8,000	\$0
Facility Rent	\$636,586	\$608,263	-\$28,323
Furniture	\$15,000	\$15,000	\$0
Insurance	\$30,000	\$30,000	\$0
Legal & Professional Fees	\$36,000	\$18,000	-\$18,000
Maintenance Contracts	\$24,000	\$24,000	\$0
Postage	\$10,000	\$10,000	\$0
Recruiting/Staff Development/Recognition	\$10,000	\$10,000	\$0
Rentals	\$35,000	\$35,000	\$0
Repairs & Maintenance	\$15,000	\$15,000	\$0
Security	\$23,750	\$23,750	\$0
Supplies	\$36,000	\$36,000	\$0
Systems/Telephone	\$330,000	\$300,000	-\$30,000
Temporary Help	\$1,000	\$1,000	\$0
Travel	\$22,000	\$22,000	\$0
Utilities	\$9,600	\$9,600	\$0
Total Allocated	\$2,248,186	\$2,311,863	\$63,677
<b>TOTAL COSTS AND EXPENSES</b>	<b>\$6,597,140</b>	<b>\$6,233,063</b>	<b>-\$364,077</b>
<b>TOTAL PROGRAM FUNDS AVAILABLE</b>	<b>\$8,227,783</b>	<b>\$7,698,738</b>	<b>-\$529,045</b>
<b>SURPLUS OF TOTAL PROGRAM FUNDS AVAIL.</b>	<b>\$1,630,643</b>	<b>\$1,465,675</b>	<b>-\$164,968</b>

**BIG BEND JOBS AND EDUCATION COUNCIL, INC.  
D/B/A WORKFORCE PLUS**

**FINANCIAL STATEMENTS**

**JUNE 30, 2012 AND 2011**

James Moore & Co., P.L.  
Certified Public Accountants  
and Consultants

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLACE  
TABLE OF CONTENTS  
JUNE 30, 2012 AND 2011**

	<b>Page(s)</b>
<b>Independent Auditors' Report</b>	1 – 2
<b>Management's Discussion and Analysis</b>	3 – 5
<b>Basic Financial Statements:</b>	
<b>Government-wide Financial Statements</b>	
Statements of Net Assets	6
Statements of Activities	7
<b>Fund Financial Statements</b>	
Balance Sheets – Governmental Fund	8
Statements of Revenues, Expenditures, and Changes in Fund Balance – Governmental Fund	9
Reconciliation of the Statements of Revenues, Expenditures, and Changes in Fund Balance of the Governmental Fund to the Statements of Activities	10
<b>Notes to Financial Statements</b>	11 – 19
<b>Schedule of Expenditures of Federal Awards</b>	20 – 21
<b>Notes to Schedule of Expenditures of Federal Awards</b>	22
<b>Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Accounting Standards</i></b>	23 – 24
<b>Independent Auditors' Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Federal Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133</b>	25 – 26
<b>Schedule of Findings and Questioned Costs</b>	27 – 28

JAMES MOORE & CO., P.L.  
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors,  
Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus

We have audited the accompanying financial statements of the governmental activities and the major fund of Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus ("Workforce Plus") as of and for the year ended June 30, 2012, which collectively comprise Workforce Plus' basic financial statements as listed in the table of contents. These financial statements are the responsibility of Workforce Plus' management. Our responsibility is to express opinions on these financial statements based on our audit. The financial statements of Workforce Plus as of June 30, 2011, were audited by other auditors whose opinion dated November 16, 2011, on those statements was unqualified. As discussed in Note 11, Workforce Plus has restated its 2011 financial statements during the current year to appropriately recognize revenues and receivables, in conformity with accounting principles generally accepted in the United States of America. The other auditors reported on the 2011 financial statements before the restatement.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of Workforce Plus, as of June 30, 2012, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

We also audited the adjustments described in Note 11 that were applied to restate the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 25, 2012, on our consideration of Workforce Plus' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 5 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Workforce Plus' financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the financial statements. The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

James Moore & Co., P.L.C.

Tallahassee, Florida  
October 25, 2012

## Management's Discussion and Analysis June 30, 2012

Management is pleased to offer the following assessment of the operations of Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus ("Workforce Plus") for the year ending June 30, 2012.

### Financial Highlights

The assets of Workforce Plus exceeded its liabilities at June 30, 2012 by \$329,112. Approximately 38% of this total, or \$124,328 is invested in capital assets.

### Overview of Financial Statements

This discussion and analysis is intended to serve as an introduction to Workforce Plus' basic financial statements. Workforce Plus' basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of Workforce Plus' finances in a manner similar to a private sector business. The government-wide financial statements consist of the Statement of Net Assets and the Statement of Activities.

The *statement of net assets* presents information on all of Workforce Plus' assets and liabilities, with the difference between the two reported as net assets. Over time increases or decreases in net assets may serve as a useful indicator of whether the financial position of Workforce Plus is improving or deteriorating.

The *statement of activities* presents information showing how Workforce Plus' net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

The basic government-wide financial statements can be found on pages 6 – 7 of this report.

**Fund financial statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Workforce Plus uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Workforce Plus maintains one fund, which is the governmental fund.

**Governmental funds.** *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be used in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The basic governmental fund financial statements can be found on pages 8 – 10 of this report.

**Notes to the financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 11 – 19 of this report.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents a Schedule of Expenditures of Federal Awards which can be found on pages 20 – 21 of this report. This schedule lists all Federal grants awarded to Workforce Plus and the related expenditures for the fiscal year ended June 30, 2012.

**Government-wide Financial Analysis**

<b>Condensed Financial Statements</b>		
<b>Net Assets</b>		
	<b>2012</b>	<b>2011</b>
Current Assets	\$ 802,074	\$ 758,100
Capital Assets	124,328	218,829
Total Assets	926,402	976,929
Long-term liabilities outstanding	81,611	63,965
Other Liabilities	515,679	475,322
Total Liabilities	597,290	539,287
Invested in capital assets	124,328	218,829
Unrestricted	204,784	218,813
Net Assets	\$ 329,112	\$ 437,642

At the end of each fiscal year above, Workforce Plus is able to report a positive balance in net assets. The same situation held true for the prior fiscal year.

**Condensed Financial Statements**  
**Changes in Net Assets**

	2012	2011
Program revenues:		
Operating grants and contributions	\$ 5,555,459	\$ 5,237,198
Capital grants and contributions	26,327	63,155
Total program revenues	5,581,786	5,300,353
General revenues:		
Other	18,448	31,382
Total revenues	5,600,234	5,331,735
Expenses:		
Training, retraining and readjustment	5,708,764	5,427,740
Decrease in net assets	(108,530)	(96,005)
Net assets, beginning of year	437,642	533,647
Net assets, end of year	\$ 329,112	\$ 437,642

**Capital Asset Administration**

Workforce Plus' investment in capital assets for its governmental activities as of June 30, 2012, amounts to \$124,328 (net of accumulated depreciation). Additional information on Workforce Plus' capital assets can be found in Note 6 to the financial statement on page 17.

**Request for Information**

This report is designed to provide a general overview of Workforce Plus' finances for all those with an interest in Workforce Plus's finances. Questions concerning any of the information in this report or requests for additional information should be addressed as follows:

Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus  
Woodcrest Office Complex 325 John Knox Road, Bldg B100  
Tallahassee, Florida 32303



**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	2012			Net (Expense) Revenue and Changes in Net Assets Governmental Activities
	Expenses	Program Revenues		
	Expenses	Operating Grants and Contributions	Capital Grants and Contributions	
<b>Functions/Programs</b>				
Governmental activities:				
Training, retraining and readjustment	\$ 5,708,764	\$ 5,555,459	\$ 26,327	\$ (126,978)
Total governmental activities	<u>\$ 5,708,764</u>	<u>\$ 5,555,459</u>	<u>\$ 26,327</u>	<u>(126,978)</u>
General revenues:				
Other				18,448
Change in net assets				(108,530)
Net assets, beginning of year				437,642
Net assets, end of year				<u>\$ 329,112</u>

	2011 (As Restated)			Net (Expense) Revenue and Changes in Net Assets Governmental Activities
	Expenses	Program Revenues		
	Expenses	Operating Grants and Contributions	Capital Grants and Contributions	
<b>Functions/Programs</b>				
Governmental activities:				
Training, retraining and readjustment	\$ 5,427,740	\$ 5,237,198	\$ 63,155	\$ (127,387)
Total governmental activities	<u>\$ 5,427,740</u>	<u>\$ 5,237,198</u>	<u>\$ 63,155</u>	<u>(127,387)</u>
General revenues:				
Other				31,382
Change in net assets				(96,005)
Net assets, beginning of year				533,647
Net assets, end of year				<u>\$ 437,642</u>

The accompanying notes to financial statements  
are an integral part of these statements.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**BALANCE SHEETS**  
**GOVERNMENTAL FUND**  
**JUNE 30, 2012 AND 2011**

	<b>General</b>	
	<b>2012</b>	<b>2011 (As Restated)</b>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 276,920	207,720
Grant, contract, and other receivables	522,274	535,180
Prepaid items	2,880	15,200
<b>Total Assets</b>	<b>\$ 802,074</b>	<b>\$ 758,100</b>
<b>LIABILITIES AND FUND BALANCE</b>		
Liabilities:		
Accounts payable and accrued expenses	\$ 442,301	452,303
Deferred revenue	73,378	23,019
<b>Total Liabilities</b>	<b>515,679</b>	<b>475,322</b>
Fund balances:		
Nonspendable	2,880	15,200
Assigned for compensated absence liability	81,612	63,965
Assigned for training, retraining and adjustment	119,734	121,987
Unassigned	82,169	81,626
<b>Total Fund Balance</b>	<b>286,395</b>	<b>282,778</b>
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
	124,328	218,829
Compensated absence liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
	(81,611)	(63,965)
Net assets of governmental activities	<b>\$ 329,112</b>	<b>\$ 437,642</b>

The accompanying notes to financial statements  
are an integral part of these statements.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**STATEMENTS OF REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCE - GOVERNMENTAL FUND**  
**FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<b>General Fund</b>	
	<b>2012</b>	<b>2011 (As Restated)</b>
<b>Revenues</b>		
Grants and contracts	\$ 5,581,786	\$ 5,300,353
Other revenues	18,448	31,382
Total revenues	5,600,234	5,331,735
<b>Expenditures</b>		
Personnel and benefits	752,937	628,417
Travel	21,989	22,253
Communication and utilities	36,115	32,367
Printing and supplies	32,703	29,215
Rent	647,183	696,194
Direct program expenditures	3,861,843	3,610,926
Insurance	25,748	19,033
Professional fees	32,851	51,227
Advertising	62,420	62,609
Repairs and maintenance	31,210	42,085
Other	65,291	47,635
Capital outlay	26,327	63,155
Total expenditures	5,596,617	5,305,116
<b>Net change in fund balance</b>	3,617	26,619
<b>Fund balance, beginning of year</b>	282,778	256,159
<b>Fund balance, end of year</b>	\$ 286,395	\$ 282,778

The accompanying notes to financial statements  
are an integral part of these statements.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS  
RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE OF THE GOVERNMENTAL FUND TO  
THE STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<b>2012</b>	<b>2011</b>	<b>(As Restated)</b>
<p>Amounts reported for governmental activities in the statement of activities (page 7) are different because:</p>			
Net change in fund balance - total governmental fund (page 9)	\$ 3,617	\$	26,619
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	(88,511)		(100,809)
The net effect of various miscellaneous transactions involving capital assets is to decrease net assets.	(5,990)		(12,658)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(17,646)		(9,157)
Change in net assets of governmental activities (page 7)	\$ (108,530)	\$	(96,005)

The accompanying notes to financial statements  
are an integral part of these statements.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(1) **Summary of Significant Accounting Policies:**

The following is a summary of the more significant accounting policies and practices of Workforce Plus which affect significant elements of the accompanying financial statements:

(a) **Reporting Entity**—Big Bend Jobs & Education Council, Inc., d/b/a Workforce Plus ("Workforce Plus") is a nonprofit corporation established to provide for enhanced coordination, cooperation, and outcomes by and between the several entities, both public and private, which are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially throughout their lifetime, and in providing employers with the skilled workforce necessary to be competitive in local, state, national and/or international markets. Workforce Plus was created to fulfill the duties and responsibilities provided for by the Workforce Investment Act of 1998-Title 1 and the State of Florida Workforce Innovation Act of 2000 for the Region 5 Local Workforce Investment Area which is comprised of Gadsden, Leon and Wakulla counties. The governing board of Workforce Plus consists of thirty-seven members who are appointed by state and local officials.

The accounting policies adopted by the Board conform to accounting principles generally accepted in the United States of America as applied to not-for-profit organizations reporting using the governmental model. As required by generally accepted accounting principles, the financial statements of the reporting entity include those of Workforce Plus (the primary government) and its component units. There were no entities that required inclusion as a component unit within Workforce Plus' financial statements.

(b) **Government-wide and Fund Financial Statements**—The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the nonfiduciary activities of Workforce Plus. There are no component units or fiduciary funds.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental fund. Workforce Plus reports one governmental fund.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(2) **Summary of Significant Accounting Policies:** (Continued)

(c) **Basis of Presentation—Governmental Fund Type**—Governmental funds are the funds through which most governmental functions typically are financed. The acquisition, use and balances of Workforce Plus' expendable financial resources and the related liabilities are accounted for through a governmental fund. The measurement focus is based upon determination of changes in working capital, rather than upon net income determination. The following is Workforce Plus' governmental fund type:

- The general fund is established to account for resources devoted to financing the general operations of Workforce Plus. All operating resources are recorded in the general fund.

(d) **Measurement Focus, Basis of Accounting and Financial Statement Presentation**—The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider are met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized in the accounting period in which they become both available and measurable. The basis of accounting determines when transactions and economic events are reflected in the financial statements, and measurement focus identifies which transactions and events should be recorded.

Revenues are measurable when they are subject to reasonable estimation, while the available criterion is satisfied when revenues are collectible during the period and actual collection will occur either a) during the current period or, b) after the end of the period but in time to pay current fund liabilities. Generally, Federal and state grant revenues are recorded as revenue when they are susceptible to accrual and conditions of the grant have been satisfied. Expenditures, if measurable, are recorded when they have used or are expected to use current expendable financial resources.

When both restricted and unrestricted resources are available for use, it is Workforce Plus' policy to use restricted resources first, then unrestricted resources as they are needed.

(e) **Capital Assets**—Capital assets acquired by Workforce Plus are considered to be owned by Workforce Plus. However, funding sources may maintain an equitable interest in the capital assets purchased with grant monies as well as the right to determine the use of any proceeds from the sale of these assets. The Federal Government has a reversionary interest in those assets purchased with its funds which have a cost of \$5,000 or more and an estimated useful life of at least one year.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(1) **Summary of Significant Accounting Policies:** (Continued)

(e) **Capital Assets**—(Continued): Capital assets with a value greater than \$1,000 and an estimated useful life of at least one year are recorded at cost when purchased or at estimated fair value when contributed. Depreciation is computed using the straight-line method over the estimated useful life of the assets, ranging from five to ten years.

(f) **Income Taxes**—Workforce Plus is generally exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code, and therefore, no provision for income taxes has been made in the accompanying financial statements.

Workforce Plus files income tax returns in the U.S. Federal jurisdiction. Workforce Plus' income tax returns for the past three years are subject to examination by tax authorities and may change upon examination.

Workforce Plus has reviewed and evaluated the relevant technical merits of each of its tax positions in accordance with accounting principles generally accepted in the United States of America for accounting for uncertainty in income taxes, and determined that there are no uncertain tax positions that would have a material impact on the financial statements of Workforce Plus.

(g) **Cash and Cash Equivalents**—Cash and cash equivalents include cash on hand, demand deposits, and short-term investments with original maturities of 90 days or less.

(h) **Use of Estimates**—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

(i) **Compensated Absences**—Eligible employees accrue vacation and sick leave at varying rates based upon length of employment. The maximum amount of vacation that an employee may accumulate and be paid for is 160 hours. However, the employment contract with the Chief Executive Officer stipulates that vacation leave is paid in accordance with the employment contract. An employee with less than five years of continuous employment will not be paid for sick leave. An employee with five to ten year of continuous employment will be paid for 10% of their accumulated sick benefits at 100% of the employee's current base salary. An employee with more than ten years of continuous employment will be paid for 25% of their accumulated sick benefits at 100% of the employee's current base salary.

Vacation and sick leave are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

(j) **Grant, Contract and Other Receivables**—Grant, contract, and other receivables are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with grantors, contractors, and subrecipients having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(1) **Summary of Significant Accounting Policies:** (Continued)

(k) **Deferred Revenue**—Governmental funds defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the June 30, 2012 and 2011, deferred revenue from grant drawdowns made prior to meeting all eligibility requirements was \$73,378 and \$23,019, respectively.

(l) **Advertising**—Advertising costs are charged to operations as incurred.

(m) **Revenue Source**—Generally, revenue is received from the State of Florida, Department of Economic Opportunity and is earned on a cost reimbursement basis. See Note 3.

(n) **Expense Allocation**—Certain costs are allocated to the various grant programs of Workforce Plus based on several factors including employees' time spent and percentage of direct program expenditures. The cost allocations are revised monthly depending on application.

(o) **Fund Balance**—Beginning with fiscal year 2011, Workforce Plus implemented GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions." This Statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the relative strength of the spending constraints:

Nonspendable fund balance—includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. As of June 30, 2012 and 2011, Workforce Plus had nonspendable resources of \$2,880 and \$15,200, respectively.

Restricted fund balance—includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. Workforce Plus did not have any restricted resources as of June 30, 2012 and 2011.

Committed fund balance—includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Directors. These amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. Workforce Plus did not have any committed resources as of June 30, 2012 and 2011.

Assigned fund balance—includes amounts that are constrained by Workforce Plus' intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Directors or through the Board of Directors delegating this responsibility to the Chief Executive Officer through the budgetary process. As of June 30, 2012 and 2011, Workforce Plus had assigned resources of \$201,346 and \$185,952, respectively.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(1) **Summary of Significant Accounting Policies:** (Continued)

(o) **Fund Balance** (Continued)

Unassigned fund balance—includes amounts that have not been assigned, committed, or restricted within the General fund.

Beginning Fund balances for Workforce Plus' governmental funds have been restated to reflect the above classifications.

Workforce Plus would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

(p) **Prepaid Items**—Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

(q) **Reclassifications**—Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

(2) **Reconciliation of Government-Wide and Fund Financial Statements:**

(a) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—The governmental fund statement of revenues, expenditures, and changes in fund balance includes a reconciliation between *net change in fund balances-total governmental funds* and *changes in net assets of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation explains that “Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.” The details of this difference are as follows:

	<u>2012</u>	<u>2011</u>
Capital outlay	\$ 26,327	\$ 63,155
Depreciation expense	(114,838)	(163,964)
Net adjustment to decrease <i>net change in fund balances-total governmental funds</i> to arrive at <i>changes in net assets of governmental activities</i>	<u>\$ (88,511)</u>	<u>\$ (100,809)</u>

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(2) **Reconciliation of Government-Wide and Fund Financial Statements:** (Continued)

(a) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities—**(Continued)

Another element of that reconciliation states that “Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.” The detail of this difference is as follows:

	2012	2011
Compensated absences	\$ (17,646)	\$ (9,157)

Another element of that reconciliation states that “The net effect of various miscellaneous transactions involving capital assets is to decrease net assets.” The detail of this difference is as follows:

	2012	2011
Loss on disposal of capital assets	\$ (5,990)	\$ (12,658)

(3) **Significant Funding Source:**

Workforce Plus receives a substantial amount of its funding from the United States Department of Labor passed through the State of Florida, Department of Economic Opportunity, and from the United States Department of Health and Human Services passed through the State of Florida, Department of Economic Opportunity. A significant reduction in the level of this funding, if this were to occur, could have an adverse effect on Workforce Plus’ programs and activities.

(4) **Concentrations of Credit Risk:**

The more significant concentrations of credit risk are as follows:

- (a) **Demand and Time Deposits**—Workforce Plus maintains demand deposits with several banks. Workforce Plus has no policy requiring collateral or other security to support its deposits, although accounts at each bank are insured up to Federal Deposit Insurance Corporation (“FDIC”) limits. Demand deposits of \$140,000 at June 30, 2012 that are invested in the Overnight Repurchase Sweep Account are not insured nor guaranteed by the FDIC.
- (b) **Grant, Contract, and Other Receivables**—Workforce Plus’ receivables are for amounts due under contracts with the State of Florida, Federal government agencies, and sub-recipient service providers. Workforce Plus has no policy requiring collateral or other security to support its receivables.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(5) **Defined Contribution Plan:**

Workforce Plus sponsors a defined contribution 401(k) profit sharing plan which covers substantially all employees. The amount of pension plan expense for the year ended June 30, 2012 and 2011 was \$31,233 and \$29,897, respectively.

(6) **Capital Assets:**

Capital asset activity for the year ended June 30, 2012 was as follows:

	<u>Balance</u> <u>July 1, 2011</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>June 30, 2012</u>
Furniture, fixtures and equipment	\$ 888,471	\$ 26,327	\$ (32,054)	\$ 882,744
Vehicles	289,725	-	-	289,725
Leasehold improvements	139,706	-	-	139,706
	<u>1,317,902</u>	<u>26,327</u>	<u>(32,054)</u>	<u>1,312,175</u>
Less accumulated depreciation	<u>(1,099,073)</u>	<u>(114,838)</u>	<u>26,064</u>	<u>(1,187,847)</u>
Capital assets, net	<u>\$ 218,829</u>	<u>\$ (88,511)</u>	<u>\$ (5,990)</u>	<u>\$ 124,328</u>

\$114,838 of depreciation expense was allocated to the training program during the year ended June 30, 2012.

Capital asset activity for the year ended June 30, 2011 was as follows:

	<u>Balance</u> <u>July 1, 2010</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>June 30, 2011</u>
Furniture, fixtures and equipment	\$ 1,474,690	\$ 63,155	\$ (649,374)	\$ 888,471
Vehicles	289,725	-	-	289,725
Leasehold improvements	139,706	-	-	139,706
	<u>1,904,121</u>	<u>63,155</u>	<u>(649,374)</u>	<u>1,317,902</u>
Less accumulated depreciation	<u>(1,571,825)</u>	<u>(163,964)</u>	<u>636,716</u>	<u>(1,099,073)</u>
Capital assets, net	<u>\$ 332,296</u>	<u>\$ (100,809)</u>	<u>\$ (12,658)</u>	<u>\$ 218,829</u>

\$163,964 of depreciation expense was allocated to the training, retraining and readjustment program during the year ended June 30, 2011.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(7) **Risk Management:**

Workforce Plus is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which Workforce Plus carries commercial insurance. Insurance against losses is provided for the following types of risk:

- Personal Property
- Public Officials' Liability

Amounts of settlements, if any, have not exceeded insurance coverage for the past year.

(8) **Long-term Debt:**

*Changes in Long-term Liabilities.* Long term liability activity for the year ended June 30, 2012, was as follows:

	<u>Balance 07/01/11</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance 06/30/12</u>	<u>Due within one year</u>
<b>Governmental activities</b>					
Compensated absences	\$ 63,965	\$ 28,379	\$ 10,733	\$ 81,611	\$ 10,733

Long term liability activity for the year ended June 30, 2011, was as follows:

	<u>Balance 07/01/10</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance 06/30/11</u>	<u>Due within one year</u>
<b>Governmental activities</b>					
Compensated absences	\$ 54,808	\$ 20,332	\$ 11,175	\$ 63,965	\$ 11,175

(9) **Related Party Balances and Transactions:**

Certain board members provide services either directly or indirectly to Workforce Plus. A description and the amount of the services provided as well as the amount due as of June 30, 2012 and 2011 are as follows:

	<u>Amount Paid</u>		<u>Amount Due</u>	
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>
Building rent	\$ 396	\$ 61,560	\$ -	\$ -
Economic development assistance	18,228	35,081	-	13,438
Awards and plaques	1,540	1,108	-	-
Direct services	140,185	-	61,968	-
Security services	4,915	23,357	-	1,690

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2012 AND 2011**

(10) **Contingencies:**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government and the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although Workforce Plus expects such amounts, if any, to be immaterial.

(11) **Prior Year Restatement:**

Subsequent to the issuance of Workforce Plus June 30, 2011 financial statements, management determined its 2011 financial statements were misstated due to an overstatement of receivables and revenue of \$58,768 and an overstatement of compensated absence liabilities and expenses of \$1,300. The June 30, 2011 balances have been restated, resulting in a decrease in receivables and revenues and a decrease in compensated absence liabilities and expenses.

(12) **Matching Requirements:**

Workforce Plus received a portion of its support through grants and contracts. Certain grants and contracts require Workforce Plus to provide specified amounts of matching revenue. For each contract, where applicable, the organization has met all matching requirements.

(13) **New Accounting Pronouncement:**

In November 2010, the GASB issued Statement No. 61, *The Financial Reporting Entity: Omnibus-an amendment of GASB Statements*, effective for Workforce Plus' fiscal year beginning July 1, 2011. The objective of Statement No. 61 is to improve financial reporting for a governmental financial entity. The requirements of Statement No. 14, *The Financial Reporting Entity*, and the related financial reporting requirements of Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis for State and Local Governments*, were amended to better meet user needs and to address reporting entity issues that have arisen since the issuance of those Statements. Workforce Plus is currently evaluating the effect this Statement will have on its financial statements.

In June 2011, the GASB issued Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, effective for Workforce Plus' fiscal year beginning July 1, 2011. The objective of Statement No. 63 is to provide financial reporting guidance for deferred outflows of resources and deferred inflows of resources. The requirements of this Statement will improve financial reporting by standardizing the presentation of deferred outflows of resources and deferred inflows of resources and their effects on a government's net position. It alleviates uncertainty about reporting those financial statement elements by providing guidance where none previously existed. Workforce Plus is currently evaluating the effect this Statement will have on its financial statements.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED JUNE 30, 2012**

Federal Grantor/Pass-Through Grantor/ State Grantor/Program Title	Federal CFDA Number	Grant Number	Expenditures
<b>FEDERAL AWARDS</b>			
<b>U. S. Department of Labor</b>			
Youthbuild	17.274	YB-21303-11-60-A-12	\$ 372,231
Passed through State of Florida, Department of Economic Opportunity			
Employment Service/Wagner – Peyser Funded Activities	17.207	WPA11	53,198
Employment Service/Wagner – Peyser Funded Activities	17.207	WPA12	202,986
Employment Service/Wagner – Peyser Funded Activities	17.207	WPB10	68,338
Disabled Veterans' Outreach Program (DVOP)	17.801	DVP11	7,000
Disabled Veterans' Outreach Program (DVOP)	17.801	DVP12	6,993
Local Veterans' Employment Representative Program	17.804	LVR11	9,500
Local Veterans' Employment Representative Program	17.804	LVR12	11,389
			<u>359,404</u>
Passed through State of Florida, Department of Economic Opportunity			
Trade Adjustment Assistance	17.245	TAA11	500
Trade Adjustment Assistance	17.245	TAT09	1,484
Trade Adjustment Assistance	17.245	TAT10	3,516
Passed through Tallahassee Community College			
Trade Adjustment Assistance	17.245	--	95,358
			<u>100,858</u>
Passed through State of Florida, Department of Economic Opportunity			
Unemployment Insurance	17.225	UCB11	71,944

See Accompanying Note to Schedule of Expenditures of Federal Awards.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2012**

(Continued)

Federal Grantor/Pass-Through Grantor/ State Grantor/Program Title	Federal CFDA Number	Contract Number	Expenditures
<b>FEDERAL AWARDS (Continued)</b>			
<b>U. S. Department of Labor</b>			
Passed through State of Florida, Department of Economic Opportunity			
WIA Adult Program	17.258	WIA11	489,696
WIA Adult Program	17.258	WIA12	230,615
WIA Adult Program	17.258	WIS11	16,864
WIA Adult Program	17.258	WIS10	7,333
WIA Youth Activities	17.259	WY11	290,675
WIA Youth Activities	17.259	WY12	322,953
WIA Youth Activities	17.259	WIS11	16,614
WIA Youth Activities	17.259	WIS10	7,224
WIA Dislocated Workers	17.260	WIAN0	112,516
WIA Dislocated Workers	17.260	WIS10	16,693
WIA Dislocated Worker Formula Grants	17.278	WID11	250,020
WIA Dislocated Worker Formula Grants	17.278	WID12	517,839
WIA Dislocated Worker Formula Grants	17.278	WIR11	688,581
WIA Dislocated Worker Formula Grants	17.278	WIS11	31,816
			<u>2,999,439</u>
<b>U. S. Department of Agriculture</b>			
Passed through State of Florida, Department of Economic Opportunity			
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	FSH11	102,964
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	FSH12	333,080
			<u>436,044</u>
<b>U. S. Department of Health and Human Services</b>			
Passed through State of Florida, Department of Economic Opportunity			
Temporary Assistance for Needy Families	93.558	WTS11	342,110
Temporary Assistance for Needy Families	93.558	WTS12	841,731
			<u>1,183,841</u>
<b>TOTAL FEDERAL AWARDS</b>			<u>\$ 5,523,761</u>

See Accompanying Note to Schedule of Expenditures of Federal Awards.

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS  
 NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED JUNE 30, 2012**

**Note 1. Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards includes the Federal award activity of Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments and Non-profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

**Note 2. Sub-recipients**

Of the expenditures presented in the accompanying Schedule of Expenditures of Federal Awards, Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus, provided Federal awards to sub-recipients as follows:

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Amount Provided to Sub-recipients</u>
Employment Service/Wagner – Peyser Funded Activities	17.207	\$ 160,204
WIA Adult Program	17.258	424,423
WIA Youth Activities	17.259	339,415
WIA Dislocated Worker Formula Grants	17.278	863,626
Temporary Assistance for Needy Families	93.558	601,383
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	268,373
Unemployment Insurance	17.225	71,752
YouthBuild	17.274	92,458
Trade Adjustment Assistance	17.245	65,538

JAMES MOORE & CO., P.L.  
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors,  
Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus:

We have audited the financial statements of the governmental activities and the major fund of Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus ("Workforce Plus") as of and for the year ended June 30, 2012, which collectively comprise Workforce Plus' basic financial statements and have issued our report thereon dated October 25, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control Over Financial Reporting**

Management of Workforce Plus is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Workforce Plus' internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Workforce Plus' internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of Workforce Plus' internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Workforce Plus' financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether Workforce Plus' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Board of Directors, management, others within the entity, Federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

James Moore & Co., P.L.

Tallahassee, Florida  
October 25, 2011

JAMES MOORE & CO., P.L.  
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH  
REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT  
ON EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

To the Board of Directors,  
Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus:

We have audited Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus' ("Workforce Plus") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Workforce Plus' major Federal programs for the year ended June 30, 2012. Workforce Plus' major Federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major Federal programs is the responsibility of Workforce Plus' management. Our responsibility is to express an opinion on Workforce Plus' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the special audit guidance provided by the State of Florida, Department of Economic Opportunity; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about Workforce Plus' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Workforce Plus' compliance with those requirements.

In our opinion, Workforce Plus complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2012.

## Internal Control Over Compliance

Management of Workforce Plus is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to Federal programs. In planning and performing our audit, we considered Workforce Plus' internal control over compliance with the requirements that could have a direct and material effect on a major Federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Workforce Plus' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be *material weaknesses*, as defined above.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, Federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

James Moore & Co., P.L.

Tallahassee, Florida  
October 25, 2011

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
JUNE 30, 2012**

**I. Summary of Auditors' Results:**

*Financial Statements*

Type of audit report issued on the financial statements: *Unqualified*

Internal control over financial reporting:

- Material weakness(es) identified? \_\_\_\_\_ yes   X   no
- Significant deficiency(ies) identified? \_\_\_\_\_ yes   X   none reported

Noncompliance material to financial statements noted? \_\_\_\_\_ yes   X   no

*Federal Awards*

Internal control over major Federal programs:

- Material weakness(es) identified? \_\_\_\_\_ yes   X   no
- Significant deficiency(ies) identified? \_\_\_\_\_ yes   X   none reported

Types of auditor's report issued on compliance for major Federal programs: *Unqualified*

Any audit findings that are required to be reported in accordance with section 510(a) of OMB Circular A-133? \_\_\_\_\_ yes   X   no

Identification of major programs:

<b>Federal Program</b>	<b>Federal CFDA Number</b>
Temporary Assistance for Needy Families	93.558
WIA Adult Program	17.258*
WIA Youth Activities	17.259*
WIA Dislocated Workers	17.260*
WIA Dislocated Worker Formula Grants	17.278*
YouthBuild	17.274

\*Cluster of Programs as defined by OMB Circular A-133

**BIG BEND JOBS AND EDUCATION COUNCIL, INC. D/B/A WORKFORCE PLUS**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**JUNE 30, 2012**  
(Continued)

**I. Summary of Auditors' Results: (Continued)**

Dollar threshold used to distinguish between type A and type B  
Federal programs:

\$300,000

Auditee qualified as low-risk auditee?

yes     no

**II. Financial Statement Findings:**

None.

**III. Federal Award Findings and Questioned Costs:**

None.

**IV. State of Florida, Department of Economic Opportunity Reporting Requirements:**

Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus performed timely reconciliations between the general ledger accounting system and the One Stop Management Information System.

**V. Federal Award Summary Schedule of Prior Year Findings:**

There were no audit findings for the year ended June 30, 2011.

Board of County Commissioners  
Agenda Request

Date of Meeting: July 2, 2013  
Date Submitted: June 17, 2013  
To: Honorable Chairperson and Members of the Board  
From:  Morris A. Young, Sheriff  
Subject: Request approval of grant funds from the Department of Elder Affairs and the Increase to the 2012-13 Law Enforcement Appropriation

---

**Statement of Issue:**

Request budgetary approval and authorization to spend the below listed amount. We are requesting the total amount be added to the 2012-13 Law Enforcement Appropriation.

Specific Grant funds from the Department of Elder Affairs for the Keeping Independent Seniors Safe Program (K.I.S.S.).

<b>Total</b>	<b>\$5,000</b>
--------------	----------------

**Background:**

Gadsden County Sheriff's Office Keeping Independent Seniors Safe (KISS) Program is a volunteer based program, designed to ensure the safety of independent seniors residing in Gadsden County ages 60 and older; while providing them with the education and resources valuable to maintaining their well-being and independence. The mission of the K.I.S.S. program is to bestow outreach tools, educational opportunities and networking capabilities on the various hazards that face Gadsden County. The goal of the Sheriff's Office is to make the K.I.S.S. program sustainable through utilizing and building upon the numerous programs within the county that interact with the senior population.

**Analysis:**

These funds will be used to enhance the Keeping Independent Seniors Safe Program. The grant will allow the Gadsden County Sheriff's Office to increase volunteerism, promote safety/security, disaster readiness and health/wellness awareness to the senior citizens of Gadsden County.

**Fiscal Impact:**

The Florida Department of Elder Affairs Communities for a Lifetime Mini-Grant is a performance grant and pays \$5,000.00 to the Gadsden County Sheriff's Office Keeping Independent Seniors Safe Program for the enhancement of services. There is no match required for this grant.

Recommendation:

Approve request to increase 2012-13 Law Enforcement Appropriation

Attachments:

1. 2012-13 Communities for a Lifetime Mini-Grant Application
2. Awardees for the 2013 State of Florida Department of Elder Affairs, Communities for a Lifetime Support Projects for Elders Funding
3. Florida Department of Elder Affairs Order Number for Services

## PART B – ATTACHMENTS



### Florida Department of Elder Affairs 2013 Communities for a Lifetime Mini Grant Application



**I. Program Name: Keeping Independent Seniors Safe (KISS) Program**

**II. Contact Person: Tashonda Whaley**

**III. Contact Phone Number: 850-875-8833 office 850-545-4429 cell**

**IV. Contact Email: tashondawhaley@tds.net**

**V. Program Address: 339 East Jefferson Street, Quincy, Florida 32351**

**VI. Program Overview:** The Gadsden County Sheriff's Office Keeping Independent Seniors Safe (KISS) program is a volunteer based program, designed to ensure the safety of independent seniors residing in Gadsden County ages 60 and older; while providing them with education and resources valuable to maintaining their well-being and independence. The mission of the K.I.S.S. program is to bestow outreach tools, educational opportunities and networking capabilities on the various hazards that Gadsden County is faced with. The goal of the Sheriff's Office is to make the KISS program sustainable through utilizing and building upon the numerous programs within the county that interact with the senior population.

#### **Documentation of Need:**

Gadsden County demographic statistics for 2010 reflect 2,572 seniors age 60 and older live alone. This initiative has aided in better access to aging network resources and social interaction. Each volunteer donates an average of 45 hours per month. There are 58 volunteers in the KISS and COPs program. 57 volunteers X 45 hours per month = 2,610 total hours donated each month. 2,610 hours X \$21.36 wage rate (based on Independent Sector 2010 volunteer time value @ \$21.36) = \$55,749.60. This is an average because the volunteer hours donated each month vary between 40-50 hours.

#### **Target Population:**

The KISS program targets Gadsden County seniors ages 60 and older who live alone. Because Gadsden County is a rural community, the isolation of seniors who live alone is a major concern. Isolation is a risk factor for all forms of elder abuse. Unwanted isolation can be a common problem for many elders, creating social losses related to death, incapacity and loneliness.

**VIII. Anticipated Program Impact/Outcome Results:** The Keeping Independent Seniors Safe program will continue to ensure the safety of Gadsden County's senior population by increasing the number of volunteers, who will conduct regular wellness and security checks.

The program will continue to enhance the safety of Gadsden County seniors by providing lockboxes to identified vulnerable senior participants. The lockbox project was a great success last year and as our number of participants continue to grow, it is imperative that we are able to provide this service to all in need. In emergency situations, forced entry often takes place to gain access to elderly citizens, frequently resulting in extensive damage to the residence. With the lockbox, responding law enforcement or medical personnel are able to gain instant access. Individual lockbox codes will be assigned to participants and will be logged into the Gadsden County Sheriff's Office dispatch system, along with the participants name and address. In situations where first responders do not have access to the residence, a dispatcher will provide responders with the lockbox code. As an extension to this service, providing participant with large, reflective address numbers will allow first responders to locate homes in a timely manner, thereby immediately rendering aid to the victim. Participants will also receive an individual decal indicating that their home is under extra protection of the Gadsden County Sheriff's Office Keeping Independent Seniors Safe Program.

The period of this grant falls within the state's hurricane preparedness season and is a great opportunity for The Keeping Independent Seniors Safe Program in collaboration with the Gadsden County Division of Emergency Management to conduct disaster preparedness workshops within the community. These workshops will enable seniors to learn the roles of their county and state officials, in a weather emergency and what those officials are doing on their behalf as it relates to preparedness and response. Participants will also be educated of their responsibility for personal safety during a weather emergency. During the workshops seniors will receive weather radios that will keep them abreast of local weather conditions, including warning and hazards. The weather radios will be battery operated, allowing seniors to receive alerts during power outages. Obtaining immediate weather alerts offer an extra sense of security during severe weather conditions. In conjunction, health and wellness awareness will be provided during the workshops in effort to empower seniors to become more health conscious, physically active, thus promoting and increasing healthier life styles.

**IX. Program Sustainability:** The Keeping Independent Seniors Safe Program has operated unfunded for 3 years with the assistance the Gadsden County Sheriff's Office and through donations and in-kind services from various organizations; including Gadsden County Health Department, Gadsden EMS, Department of Elder Affairs Communities for A Lifetime, Quincy and Havana Florida Kiwanis Clubs and local faith-based and business. The program will sustain through these services once the grant funds have been exhausted.

**Outreach Methods and Strategies:** The KISS program reaches the targeted population by utilizing the Special Needs Registry maintain in-house at the Gadsden County Sheriff's Office; through law enforcement observation when patrolling the community; through faith-based and civic organizations; and maintaining a partnership with the Gadsden County Senior Services.

**Collaboration:** Collaborative partners of the KISS program include:

- Gadsden County Health Department
- Gadsden County Fire Departments
- Gadsden County EMS
- Gadsden County Senior Services
- Gadsden County Retired Educators
- Gadsden County Veteran Affairs
- Florida Department of Elder Affairs
- Volunteer Florida
- Area Agency on Aging

*VII. Budget Request: Please provide a budget worksheet/table reflecting how these funds will be used to support your program goals. Be sure to describe donations, fund-raisers, volunteer contributions and other in-kind support in your request. Please note, this section should directly relate to the Section XI Program Logic Model/Outcome Indicator Tool.*

BUDGET CATEGORIES	BUDGET	IN-KIND SUPPORT
Volunteer Hours		\$53,741.76
Health/Wellness/Disaster Preparedness Workshops	\$500	
Safety/Security (lockboxes/Smoke Detectors)	\$700	
NOAA Weather Radios	2,600	
Reflective Address Number/home decals	\$380	
Printing/Copying (volunteer recruitment pamphlets and program brochures etc.)		\$1,200
Volunteer Shirts w/ program logo	\$470	
Volunteer Certificates and Awards	\$350	
Volunteers Background Screenings		\$180
Other		
<b>TOTAL</b>	<b>\$ 5,000</b>	<b>\$55,121.76</b>

X. **Project Workplan:** Proposed Activity – please include any resulting product(s), the number of projected events and the number of projected individuals (over 60/under 60) to be served or impacted.

Item No.	Actions	Execution Dates (From – To)	Responsible Party	Cost(s)
<b>NOTE:</b> The completed Work Plan Template should be supported with a Work Plan Narrative to clarify actions and provide additional details.				
<b>1</b>	<b>Project Component: Volunteer Recruitment</b>			
1.1	Design recruitment pamphlets and information	4/1/13-6/15/13	KISS coordinator	\$500 (In-Kind)
1.2	Volunteer recruitment fair	5/2013	KISS coordinator	100 (In-Kind)
1.3	Presentations at faith-based and community organizations	4/2013-6/2013	KISS volunteers	0
1.4	Volunteer background Screenings	4/2013-6/2013	Gadsden Co. Sheriff's Office	\$300 (In-Kind)
<b>2</b>	<b>Project Component: Volunteer Appreciation</b>			
2.1	Certificates and awards	6/2013	KISS coordinator	\$350.00
2.2	KISS Volunteer shirts w/ logo	6/2013	KISS coordinator	\$470.00
<b>3</b>	<b>Project Component: Safety and Security</b>			
3.1	<del>Purchase lockboxes</del>	6/2013	KISS coordinator	20 x \$35.00 ea. = \$700.00
3.2	Conduct (2) Disaster Preparedness Workshop	5/2013	Gadsden Co. Sheriff's Office Emergency Management Staff	\$250.00
3.3	<del>Purchase NOAA Weather Radios</del>	5/2013	KISS coordinator	100 x \$26.00 ea. = \$2,600
3.4	Purchase Reflective Home Address Numbers and Program decals			\$380.00
<b>4</b>	<b>Project Component: Health and Wellness</b>			
4.1	Distribute health and wellness printed material and physical activity tools	4/2013-6/2013	KISS volunteers	\$500 In-Kind
4.2	Participate in community health and wellness fairs	4/2013-6/2013	KISS volunteers	0
4.3	Conduct (2) Health and Wellness Workshop	5/2013	coordinator/volunteers/ Gadsden Co. EM	\$250.00

**XI. Program Logic Model and Outcome Indicator**

<b>Logic Model</b>		<b>Outcomes</b>			
<b>Inputs</b> (Resources dedicated to the program)	<b>Types of Activities</b> (What the program does)	<b>Outputs</b> (Direct # of products, units of service or activities)	<b>Initial</b>	<b>Intermediate</b>	<b>Long-Term</b>
<ol style="list-style-type: none"> <li>1. Faith-based and civic organizations</li> <li>2. Gadsden County senior Services and faith-based and civic organizations</li> <li>3. Department of Elder Affairs Communities for a Lifetime</li> <li>4. Gadsden Co. Citizens on Patrol and local first responders (fire, EMS, LEO)</li> <li>5. Gadsden County senior Services and faith-based and civic organizations, Emergency Management, National Weather Service</li> <li>6. Gadsden County Department of Health, Florida Disability Task Force and Ability1st</li> </ol>	<ol style="list-style-type: none"> <li>1. Recruit volunteers</li> <li>2. Enroll (6) seniors program participants (ages 60+)</li> <li>3. Conduct senior health and wellness workshop for senior participants</li> <li>4. Issue lockboxes detectors to most vulnerable senior participants who reside in isolated areas</li> <li>5. Conduct Disaster Preparedness Workshop for vulnerable population/provide weather radios to program participants</li> <li>6. Distribute health/wellness and safety material and tools to senior participants</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of volunteers to recruit (3)</li> <li>2. Number of that enroll (6)</li> <li>3. Number of health and wellness workshops completed (2)</li> <li>4. Number of lockboxes issues (20).</li> <li>5. Number of Disaster Workshops conducted (2). Prior to the 2013 hurricane season. Number of weather radios issued (50) by 6/30/13</li> <li>6. Number of seniors to receive health/wellness and safety tools and material (50)</li> </ol>	<ol style="list-style-type: none"> <li>1. Distribution of volunteer recruitment information in faith-based and community organizations</li> <li>2. Ensure the safety of local seniors living alone</li> <li>3. Provide expert information concerning senior health issues</li> <li>4. Ensure safety and security among independent seniors (ages 60+)</li> <li>5. Join seniors, governmental officials, volunteers and others who have responsibility for emergency preparedness</li> <li>6. Provide expert information concerning senior health issues</li> </ol>	<ol style="list-style-type: none"> <li>1. Participate in public forum to recruit volunteers.</li> <li>2. Social interaction through wellness checks</li> <li>3. Encourage seniors to become more health conscious and physically active</li> <li>4. Ensure immediate emergency response and aide to seniors residing alone</li> <li>5. Establish accountability for emergency preparedness (personal and institutional responsibility)</li> <li>6. Encourage seniors to become more health conscious and physically active</li> </ol>	<ol style="list-style-type: none"> <li>1. Enroll (3) new volunteers Extend volunteer hours to provide services and resources beyond available dollars</li> <li>2. Providing better resources and senior services in the community.</li> <li>3. Promote longer healthier, active lifestyles among seniors (ages 60+)</li> <li>4. Enable Seniors to remain in the own homes longer</li> <li>5. Empower seniors to become more visible, more vocal and active in their community</li> <li>6. Promote longer healthier, active lifestyles among seniors (ages 60+)</li> </ol>

**Awardees for the 2013  
Communities for a Lifetime Support Projects for Elders Funding**

<b>Ranking</b>	<b>Program Name</b>	<b>Description</b>	<b>Funding</b>
1 <sup>st</sup> Place	<b>KISS – Keeping Independent Seniors Safe</b>	<p>This volunteer-based program with the Gadsden County Sheriff's Office is designed to ensure the safety of county residents who are 60-plus years of age and living alone.</p> <p>Funds will be used to perform Health &amp; Wellness/disaster preparedness workshops, and to purchase smoke detectors, lock boxes, NOAA weather radios, reflective house address decals, and volunteer recognition certificates/items.</p>	<p><b>CFAL funding \$5,000</b></p> <p>Total project cost = \$55,121</p>
2 <sup>nd</sup> Place	<b>Cutler Bay Intergenerational Arts Program</b>	<p>The City of Cutler Bay will expand their Intergenerational Arts Program from a 3-day event to a 6-week cultural arts series. The target population will consist of 40 seniors over the age of 60 and 50 seniors under the age of 60. Program goals are to (1) bring together adult and youth to dispel inaccurate stereotypes; (2) engage older adults so they feel less alienated and recognize seniors as contributing members of society; (3) enhance the social and communication skills and promote self-esteem among youth; and (4) allow older adults' opportunities to participate in meaningful activities which decrease loneliness, boredom, and depression while increasing self-esteem.</p> <p>Funds will be used for transportation, supplies, printing, and tickets (for cultural events).</p>	<p><b>CFAL funding \$5,000</b></p> <p>Total project cost = \$12,404</p>
3 <sup>rd</sup> Place	<b>Preventing Elder Financial Exploitation</b>	<p>Project partners will work together to develop and implement an education and training workshop to be held during the</p>	<p><b>CFAL funding \$3,000</b></p>

		<p>week leading up to World Elder Abuse Awareness Day- June 15, 2013. The event will include 1) presentations by experts; 2) breakout discussion groups on specific topics; and 3) information and resources on preventing financial exploitation. The Alliance for Aging and CFAL coordinators will work together to identify expert speakers from organizations such as the Bar Association, local law enforcement agencies, consumer protection agencies, the Better Business Bureau, AARP, and financial institutions. Partners will develop strategies to identify older adult caregivers in each community who should be invited to attend. Older adult volunteers will be recruited to assist with peer-led breakout discussion sessions addressing specific types of fraud. If funding is received for this project, we will ask the Mayor of Miami-Dade County to declare June 9-15 Elder Financial Exploitation Awareness Week.</p> <p>Funds will be used for meeting space.</p>	<p>Total project cost = \$5,500</p>
4 <sup>th</sup> Place	<b>Osceola Council on Aging</b>	<p>The program will be evaluated for impact based on achieving the following outcomes during the funding term: a) 100% of participants will experience an increase in exposure to nutrition education on diabetes self-management; b) 50% of 20 participants improve knowledge of healthy eating for diabetes self-management.; and c) 10% of 20 participants demonstrate improved glycemic control resulting from participation in Healthy Eating for Diabetes nutrition education classes. The project will measure outcomes by reviewing and analyzing data compiled from participant attendance records and self-administered surveys.</p> <p>Funds will be utilized for the production of a series of 12 Healthy Eating for Diabetes videos to be used for monthly group viewing to supplement the Life DM Nutrition Education classes.</p>	<p><b>CFAL funding \$5,000</b></p> <p>Total project cost = \$11,391</p>
5 <sup>th</sup> Place	<b>Citrus County</b>	<p>Provide and install smoke detection alarms in homes of identified seniors in Citrus County.</p>	<p><b>CFAL funding \$5,000</b></p>

		<p>The anticipated program impact/outcome results will be to assess the client's problem/need, eliminate the problem/need, and thereby make the client feel more secure knowing they will be alerted of a fire in their home. The Nature Coast Volunteer Center and Retired &amp; Senior Volunteer Program (RSVP) volunteers will be distributing fire safety information to the public at the All Hazards Expo to be held on May 18, 2013, at the Crystal River Armory. Seniors who receive fire safety information from the RSVP volunteers will have an opportunity to sign up for the installation of a smoke detector in their home. NCVC will partner with the Fire Rescue Division of the Citrus County Sheriff's Office for the installation of the smoke detectors in the homes of the seniors.</p> <p>The target population is individuals age 60 plus who are in need of assistance with the installation of smoke detector devices. An estimated 300 seniors will to be served.</p>	<p>Total project cost = \$7,500</p>
6 <sup>th</sup> Place	iSenior	<p>iSENIOR is a free intergenerational technology education and exchange for the seniors in the community, promoting free access to tablets for lifelong learning. The Town of Miami Lakes will provide bilingual technology education classes to senior citizens ages 60 and older for a total of 10 weeks. The classes will be held twice a week for two hours each day. They will focus on incorporating the new tablet technology; learning to use the internet safely; share photos and create albums; write letters and emails; read articles and news; and play cognitive and memory games. The project includes an Intergenerational Summer Project, allowing intensive opportunities for interaction and interdependent relationships between elders and youth, bonding over mutual interest in technology and community-problem solving activities. The town wants to protect the quality of life and ensure seniors age in place happily, by</p>	<p>CFAL funds \$5,000</p> <p>Total project cost = \$12,813</p>

		<p>empowering the program participants with new skill sets that will allow them better autonomy in an ever increasing technology driven age.</p> <p><b>iSENIOR</b> will serve more than 40 individuals over the age of 60; along with over 20 local high school volunteers.</p>	
--	--	---	--



## Order No. A7C2C6

Version Number: 1  
 Internal Version: false  
 Issued on Wed, 01 May, 2013  
 Created on Wed, 01 May, 2013 by Ariba System

**Supplier:**  
 GADSDEN CO. SHERIFF'S OFFICE  
 P.O. BOX 1709J  
 QUINCY, FL 32353  
 United States  
 Phone: 1850-627-5344  
 Fax: 1850-627-4666  
 Contact: KATHERINE PONDEXTER

**Ship To:**  
 HQ Central Receiving  
 4040 Esplanade Way  
 Tallahassee, FL 32399  
 United States  
 Phone: 1850-414-2000

**Bill To:**  
 DEPARTMENT OF ELDER AFFAIRS  
 SUITE 215  
 4040 ESPLANADE WAY  
 TALLAHASSEE, FL 32399-7000  
 United States  
 Phone: 1850-414-2000

**Deliver To:**  
 Janine Rogers-Harris

Entity Description: Department of Elder Affairs  
 Organization Code: 65508004000  
 Object Code: 000000-131300  
 Expansion Option: LB  
 Exemption Status: Yes  
 Exemption Reason?: 1E

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	This volunteer-based program with the ...  This volunteer-based program with the Gadsden County Sheriff's Office is designed to ensure the safety of county residents who are 60-plus years of age and living alone. Funds will be used to perform Health & Wellness/disaster preparedness worksh ops, and to purchase smoke detectors, lock boxes, NOAA weather radios, reflective house address decals, and volunteer recognition certifi cates/items.		each	1	None	\$5,000.00000 USD	\$5,000.00000 USD
Distributors?: N Requester: Janine Harris Ship To Code: A07uduml.q State Contract ID: Contract ID: Requester Phone: PR No.: PR7188683 MyGreenFlorida Content: N Method of Procurement: F - Informally quoted purchase not exceeding \$35,000 per rule 60A-1.002(3) Shipping Method: Best Way FOB Code: INC-Dest FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims. Encumber Funds: Yes							

PO Start Date: Tue, 23 Apr, 2013  
PO End Date: Fri, 28 Jun, 2013  
Fiscal Year Indicator: 2013  
PU#: 6500  
Site Code: 650000-00  
Terms and Conditions: [http://dms.myflorida.com/mfmp\\_PO\\_TC](http://dms.myflorida.com/mfmp_PO_TC)  
P Card Order?: No

---

Total	\$5,000.00000 USD
-------	-------------------

---

## Attachments

- ATTACHMENT by Karen Armstrong on *Tuesday, April 23, 2013 at 11:56 AM*  
Gadsden County Sheriff Office - 2013 Appl and Attachments.pdf (3368229 bytes)
- ATTACHMENT by Karen Armstrong on *Tuesday, April 23, 2013 at 11:57 AM*  
2013 Application-CFAL Support Projects for Elders.pdf (350319 bytes)

# **Board of County Commissioners Agenda Request**

**Date of Meeting:** July 2, 2013  
**Date Submitted:** June 19, 2013  
**To:** Honorable Chairman and Members of the Board  
**From:** Morris A. Young, Sheriff  
**Subject:** **Public Hearing** - Approval To Use Law Enforcement Educational Funds (LEEF) For The Rural County Summit Training

---

## **Statement of Issue:**

The Gadsden County Sheriff's Department is seeking approval from the Board to use Law Enforcement Educational Funds (LEEF) for the Rural County Summit Training.

## **Background:**

The Gadsden County Sheriff's Department is hosting the 2<sup>nd</sup> Annual Rural County Summit (School Safety and Emergency Preparedness) July 9, 2013 through July 10, 2013 at the Florida Public Safety Institute Conference Center, 215 Academy Drive in Havana, Florida. The Sheriff's Department is requesting \$10,000 to be drawn from this Fund to cover the cost of the Registration, Facility and Travel for the various speakers.

## **Fiscal Impact:**

\$10,000.00 from the LEEF Fund

## **Options:**

1. Approve the request and grant budgetary authority.
2. Board direction.

## **County Administrator's Recommendation**

Option 2

**Attachment:**

1. Summit Flyer
2. Apalachee Regional Planning Council Memo
3. Budget Amendment

# 2<sup>nd</sup> Annual Rural County Summit **SCHOOL SAFETY**

EMERGENCY PREPAREDNESS

**JULY 9-10, 2013**

**8:30<sup>am</sup> - 5:00<sup>pm</sup>**



## **Location:**

**Florida Public Safety Institute Conference Center  
215 Academy Drive  
Havana, FL**

**The Conference Center is located on Hwy 90 between Quincy, FL and Midway, FL directly across from the East Gadsden High School.**

## **Who Should Attend:**

**This event is by invitation only and includes Sheriffs, Police Chiefs, Emergency Management Directors and School Officials.**

## **Summit Topics:**

- **Sandy Hook Elementary Response**  
Lt. Christopher Vanghele, Newtown Police Department
- **Mass Casualty & the Media, Sandy Hook Elementary**  
Lt. Paul Vance, PIO, Connecticut State Police
- **Dale County Alabama Hostage Incident**  
Sheriff Wally Olson, Dale County Sheriff's Office  
Associate Superintendent Lamar Brooks, Dale County Board of Education  
Agent Steve Richardson, Federal Bureau of Investigation
- **Pinellas Park – 25 Years Later**  
Dr. Nancy Blackwelder  
Lt. Mike Darroch



Hosted by: Gadsden County Sheriff's Office, United States Attorney's Office Northern District of Florida, Florida Division of Emergency Management and the North Florida Domestic Security Task Force.

Cost: This summit is offered free of charge. Cost of travel, accommodations and meals are the responsibility of the attendee.

Registration: Space is limited. Please register early. For security reasons, only individuals having a confirmed advance registration will be admitted to the summit. Departmental identification will be required at check-in. No registrations will be accepted at the door. Register online at this link: <https://event-wizard.com>



# Apalachee Regional Planning Council

Serving Calhoun, Franklin, Gulf, Jackson, Jefferson, Liberty, Leon  
Wakulla Counties and their municipalities

---

## Scope of Work

TO: Tashonda Whaley, Administrative Assistant  
Gadsden County Sheriff's Office  
339 E. Jefferson Street  
Quincy, FL 32351

FOR: 2013 Rural County Summit

DATE: June 5, 2013

AMOUNT: \$10,000.00

Registration Website:	\$1,000.00
Florida Public Safety Institute:	\$3,000.00
Travel:	\$6,000.00

**Gadsden County BOCC Budget Amendment Form**

Date: 6/19/2013  
 Fiscal Year: FY2013  
 Fund: Fund 115 Sheriff's F & F  
 Agenda Item: To appropriate LEE funds for Summit

Intra-departmental   
 BOCC Motion   
 BOCC Resolution   
 BOCC Public Hearing

		Revenue				
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
115		381000	Fund Balance	316,257	(10,000)	306,257
<b>#1</b>	<b>Subtotal</b>			<b>316,257</b>	<b>(10,000)</b>	<b>306,257</b>

		Expenditure					
Dept	Fund	Div #	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
	115		55401	Training and Educational	-	10,000	10,000
<b>#2</b>	<b>Subtotal</b>				<b>-</b>	<b>10,000</b>	<b>10,000</b>

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

**Notes**

To appropriate LEE funds for Summit

**Approved By:**  
 Budget Office  
 County Admin.

MP  
 \_\_\_\_\_  
 \_\_\_\_\_

**Posting**  
 Finance Director  
 Date

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

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** July 2, 2013

**Date Submitted:** June 20, 2013

**To:** Honorable Chairperson and Members of the Board

**From:** Robert Presnell, County Administrator  
Curtis Young, Interim Public Works Director

**Subject:** Privatization of Mowing Services Pilot Project-District 5.

---

**Statement of Issue:**

This agenda item seeks Board of County Commissioners (Board) approval to bid out privatized mowing services for the required right of way maintenance for District 5.

**Background:**

In 2011 and 2012, County staff attempted to bid out the mowing services for Gadsden County right of way maintenance. Both times, the price comparison and bid analysis for the entire County to have privatized mowing proved cost prohibitive compared to the current expenses in house.

This effort will allow the County to evaluate if privatizing mowing services will result in an increased level of satisfaction and cost savings in capital expenses over time.

**Analysis:**

County staff proposes bidding out the roads by acre in District 5 because the roadways are straightforward and easily addressed with a variety of equipment. The analysis of the performance of the potential contractor will be easy to conduct on these roadways.

**Fiscal Impact:**

Unknown at this time; no bids have been received.

**Options:**

Option 1: Approve staff to bid out mowing services for District 5 as a pilot privatized mowing program.

Option 2: Board direction

**County Administrator's Recommendation:**

Option # 1

**Board of County Commissioners  
Agenda Request**

**Date of Meeting:** July 2, 2013

**Date of Submitted:** June 17, 2013

**To:** Honorable Chairperson and Members of the Board

**From:**  Major Shawn Wood, Emergency Management  
Director

**Subject:** Department of Homeland Security Grant for  
Training and Exercise

Contract Number: 13-DS-97-02-03-01 (CFDA #  
97.067)

---

**Statement of Issue:**

Contract Number 13-DS-97-02-03-01 (CFDA 97.0676) is a Federal Funding grant Agreement in the amount of \$10,923.00 dollars to fund emergency preparedness planning for Gadsden County employees, volunteers and citizens. This grant targets issue # 11, Planning, Training and Exercise

**Background:**

These funds will allow Emergency Management to conduct preparedness training and exercises designed to increase the level of professional competence in emergency response personnel, volunteers and citizens.

**Analysis:**

This grant will provide the county with the fiscal assets to continue funding of ongoing and established planning, training and exercise which will assess emergency preparedness competency and identify areas which require improvement. Also, the grant will assist emergency management in meeting federal and state mandated objectives.

**Fiscal Impact:**

The State Homeland Security Grant Program, Issue 11, pays \$10.923.00 for Emergency Management Preparedness Programs within Gadsden County. There is no match required for this grant.

**Options:**

1. Approve agreement and authorize chairperson to sign
2. Provide direction

**Recommendation:**

Accept and Approve the agreement

**Attachment (s):**

Grant #13-DS-97-02-03-01 (CFDA# 97.067)

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or **October 1, 2012**, whichever is later, and shall end **April 30, 2014**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

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

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

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

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

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

#### (6) AUDIT REQUIREMENTS

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

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

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

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

fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal

awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

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

The Division at the following address:

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

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

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

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

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

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

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

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

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

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

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

#### (7) REPORTS

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

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

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

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

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

(f) The Recipient shall provide additional reports and information .

#### (8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and

other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Ms. Carolyn L. Coleman, MSW  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
Telephone: (850) 413 -9939  
Fax: (850) 922-8689  
Email: Carolyn.coleman@em.myflorida.com

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

Major Shawn Wood  
339 E. Jefferson Street  
Quincy, Florida 32351  
850-627-9233  
850-875-4683  
shawnw@tds.net and tashondawhaley@tds.net

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Justification of Advances

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

Attachment G – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$10,923.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which

the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

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

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or

any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name.

Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

**RECIPIENT:**

**GADSDEN COUNTY**

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

Douglas Croley, Chairman of Gadsden County BOCC

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

FID# 59660000616

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Bryan Koon, Director

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

**EXHIBIT – 1**

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

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

Federal Program

Federal agency: **Domestic Security**

Catalog of Federal Domestic Assistance title and number: **97.067**

Award amount: **\$ 10,923.00**

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

*NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):* \_ Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2012-13 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources: \_\_* Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

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

**Attachment A**  
**Budget and Scope of Work**  
**Proposed Program Budget**

- ✦ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ✦ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at [www.rkb.us](http://www.rkb.us).
- ✦ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ✦ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2012 - State Homeland Security Grant Program – Issue 11	Gadsden County EM	Exercise	\$10,923.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
<b>Total Award</b>			<b>\$10,923.00</b>

## Budget Detail Worksheet

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

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

<b>FY2012 Gadsden Co Issue 11 Budget Detail Worksheet— Eligible Activities</b>				
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue Number
Design, Develop, Conduct and Evaluate an Exercise	<b>1</b>	<b>10,923.00</b>	<b>10,923.00</b>	<b>1</b>
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
<b>Eligible Management and Administration Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Issue Number</b>

<p><b>Hiring of full-time or part-time staff or contractors/consultants:</b></p> <ul style="list-style-type: none"> <li>✦ To assist with the management of the respective grant program</li> <li>✦ To assist with application requirements of the grant program</li> <li>✦ To assist with the compliancy with reporting and data collection as it may relate to the grant program</li> </ul>				
<p><b>Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.</b></p>				
<p><b>Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.</b></p>				
<p><b>Overtime and backfill costs</b> – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.</p>				
<p><b>Travel expenses</b></p>				
<p><b>Meeting-related expenses</b> (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a>).</p>				
<p><b>Acquisition of authorized office equipment</b>, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>				
<p><b>The following are allowable only within the contract period:</b></p> <ul style="list-style-type: none"> <li>✦ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.</li> <li>✦ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.</li> </ul>				

## B. Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2012 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

### I. Issue and Project Description

**Issue 11 – Local Planning, Training and Exercise:** This project will allow counties to execute an exercise plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

### II. Categories and Eligible Activities

FY2012 allowable costs are divided into the following categories: **planning, training, exercises, management and administration** cost are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

#### A. Planning

**Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.**

**Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:**

- Implementing the *National Preparedness Guidelines(NPG)* and the Whole community approach to Security and Emergency Management
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan (NIPP)* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan (NECP)*
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Activities, materials, service, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

**Developing related terrorism prevention activities including:**

- Developing THIRA that reflects a representative make up and composition of jurisdiction
- Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups
- Integrating and coordinating fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events

- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
- Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

**Developing and enhancing plans and protocols, including but not limited to:**

- Community-based planning to advance “whole community” security and emergency management
- Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland strategies, policies, guidance, plans, and evaluations
- Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical,

- programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities

**Developing or conducting assessments, including but not limited to:**

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- Soft target security planning (e.g., public gatherings)

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

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

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

**Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness strategy for the State/local jurisdiction**

- Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: citizen Corps Affiliate Programs and Organizations, Community Emergency Response Team (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/UASonWatch, volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts

**Establishing and sustaining Citizen Corps Councils or their equivalent**

**Working with youth-serving organizations to develop and sustain a youth preparedness program**

**B. Training**

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs is allowable (e.g., sign language interpreters, communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.
- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and

terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplement training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- **Certification/Recertification of Instructors** – States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005. Additional information can be obtained at [http://www.fema.gov/good\\_guidance/download/10146](http://www.fema.gov/good_guidance/download/10146).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

**Unauthorized training-related costs include:**

- ✦ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- ✦ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- ✦ The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

**C. Exercises**

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant’s formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation

from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

**Unauthorized exercise-related costs include:**

- ✦ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- ✦ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- ✦ The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

**Exercise Requirements**

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

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

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grants programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban areas are encouraged to share, at a minimum, the multi-year training and exercises schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP and UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

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

**D. Management and Administration** - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

**Hiring of full-time or part-time staff or contractors/consultants:**

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

**Development of operating plans for information collection and processing necessary to respond to FEMA data calls**

**Overtime costs** - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

**Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2012 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructures sites in the following authorized categories:

- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2012 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

**Travel expenses**

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

**Acquisition of authorized office equipment, including:**

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and

- Other equipment or software which may be required to support the implementation of the homeland security strategy

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

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

**E. Unauthorized Expenditures**

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

**F. Construction and Renovation**

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2012 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtm>).

FY 2012 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

*In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.*

**Approval Process:**

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

**Note:** Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

**G. Overtime and Backfill Guidance**

**Personnel (SHSP and UASI)** – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2012 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50

percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2012 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

**H. National Incident Management System (NIMS) Compliance**

HSPD-5, “*Management of Domestic Incidents*,” mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that “require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities.”

The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at

[www.fema.gov/pdf/emergency/nims/ngo\\_fs.pdf](http://www.fema.gov/pdf/emergency/nims/ngo_fs.pdf). To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant **must** complete training programs consistent with the NIMS National Standard Curriculum Development Guide.

Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to [http://www.fema.gov/emergency/nims/nims\\_training.shtm](http://www.fema.gov/emergency/nims/nims_training.shtm).

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

**III. Reporting Requirements**

**1. Quarterly Programmatic Reporting:**

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

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient’s reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

**Programmatic Reporting Schedule**

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

**2. Programmatic Reporting-BSIR**

Biannual Strategic Implementation Report:

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

**3. Reimbursement Requests:**

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

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

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the agreement is either completed or the agreement has expired.

**5. Monitoring:**

**Florida Division of Emergency Management  
US Department of Homeland Security Grants Program  
Grant Monitoring Process**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

**Frequency of annual monitoring activity:**

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

**Areas that will be examined include:**

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;

Status of planning activity;  
Anticipated projected completion;  
Difficulties encountered in completing projects;  
Agency NIMS/ICS compliance documentation;  
Equal Employment Opportunity (EEO Status);  
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✦ Equipment selection or available vendors
- ✦ Eligibility of items or services
- ✦ Coordination and partnership with other agencies within or outside the region or discipline
- ✦ Record Keeping
- ✦ Reporting Requirements
- ✦ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

#### **On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### **Site Visit Preparation**

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

**On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capitol expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

**Post Monitoring Visit**

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

**A. Programmatic Point of Contact**

Contractual Point of Contact	Programmatic Point of Contact
Carolyn Coleman, MSW FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9939 <a href="mailto:carolyn.coleman@em.myflorida.com">carolyn.coleman@em.myflorida.com</a>	Jana Smith FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 922-1747 <a href="mailto:Jana.smith@em.myflorida.com">Jana.smith@em.myflorida.com</a>

**B. Contractual Responsibilities**

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

**Attachment B**  
**Program Statutes, Regulations and Special Conditions**

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39

**Special Conditions**

**Article I – Financial Guidelines**

1. The grantee and any sub grantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

## **A. Administrative Requirements**

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

## **B. Cost Principles**

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

## **C. Audit Requirements**

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

## **Article II – Financial Reports (FDEM Form 1 & 2) Required Quarterly**

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

## **Article III – Summary Description of Project**

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Area Security Initiative (UASI), the Citizen Corps Program (CCP), the Metropolitan Medical Response System (MMRS) program, and Operation Stonegarden (OPSG). Together, these programs provide an integrated mechanism to enhance the coordination of National

Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

#### **Article IV – National Environmental Policy Act (NEPA)**

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full EHP review could result in a non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc)). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, will all supporting documentation, to their respective FDEM grant manager for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

#### **Article V- Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by Florida Division of Emergency Management and Department of Homeland Security.
2. Recipients must give Florida Division of Emergency Management and Department of Homeland Security access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or programs guidance.

3. Recipients must submit timely, complete, and accurate reports to Florida Division of Emergency Management and maintain appropriate back up documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Florida Division of Emergency Management and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to Florida Division of Emergency Management which will then be forwarded to DHS Component. The United States has the right to seek judicial enforcement of these obligations.

#### **Article VI – Lobbying Prohibitions**

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S. C. 1352.

#### **Article VII– Acknowledge of Federal Funding from DHS**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program (HSGP) guidance and application kit. Also recipients will comply to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article VIII – Copyright**

Recipients will comply with requirements that publications or other exercise copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing first

data produces under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

#### **Article IX – Use of DHS Seal, Logo and Flags**

Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

#### **Article X– Activities Conducted Abroad**

Recipients will comply with requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and those appropriate licenses, permits, or approvals are obtained.

#### **Article XI– Fly America Act of 1974**

Recipients will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article XII– GPD – Drug-Free Workplace Regulations**

Recipients will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C 707 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

#### **Article XIII – Trafficking Victims Protection Act of 2000**

Recipients will comply with requirements of the government-wide term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22

U.S.C. 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim in Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which the funding is provided to a private entity, Section 106(g) of the TVPA, as amended, required the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient – (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR 175.15.

#### **Article XIV – Civil Rights Act of 1964**

Recipients will comply with the requirements of the title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation, in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article XV – Civil Rights Act of 1968**

Recipients will comply with the requirements of Titles VII of the Civil Rights Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwelling, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators) be designed and constructed with certain accessible features (see 24 CFR 100.201).

#### **Article XVI – American with Disabilities Act of 1990**

Recipients will comply with the requirements of Titles I, II, III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of the public entities, public and private transportation systems, places of the public accommodation, and certain testing entities (42 U.S.C. 12101-12213).

#### **Article XVII – Age Discrimination Act of 1975**

Recipients will comply the requirements of the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article XVIII – Title IX of the Education Amendments of 1972**

Recipients will comply with the requirements Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

#### **Article XIX– Rehabilitation Act of 1973**

Recipients will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XX – Limited English Proficiency**

Recipients will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encounters both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

#### **Article XXI– Animal Welfare Act of 1966**

Recipients will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported for commercial sale, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

#### **Article XXII – Clean Air Act of 1970 and Clean Air Act of 1977**

Recipients will comply with the requirements of 42 U.S.C. 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintain the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

### **Article XXIII– Protection of Human Subjects**

Recipients will comply with requirements of the Federal regulations at 45 CFR Part 46, which requires recipients to comply with the applicable provisions/law for protection of human subjects for purposes of research. Recipients must also comply with the requirements of DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitutes research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.

### **Article XXIV– National Flood Insurance Act of 1968**

Recipients will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provided for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 663.

### **Article XXV– Flood Disaster Protection Act of 1973**

Recipients will comply with the requirements of the Flood Disaster Act of 1973, as amended (42 U.S.C. 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Registry by FEMA.

### **Article XXVI – Coastal Wetlands Planning, Protection, and Restoration Act of 1990**

Recipients will comply with the requirements of Executive Order 1190, which provides that federally funded construction and improvements minimize the destruction, loss or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b) (3) of NEPA (42 U.S.C. 4331(b) (3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other

pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44CFR Part 9.

#### **Article XXVII – USA Patriot Act of 2001**

Recipients will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

Attachment C

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

<p><input type="checkbox"/> <b>NO ADVANCE REQUESTED</b></p> <p>No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.</p>
---

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

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 20__	(B) FFY 20__	(C) FFY 20__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

**MAXIMUM ADVANCE ALLOWED CALULATION:**

	X	\$		=	
Cell D3			DEM Award (Do not include any match)		MAXIMUM ADVANCE

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- [ ] Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [ ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**Explanation of Circumstances:**

**Attachment D**  
**Warranties and Representations**

**Financial Management**

Recipient's financial management system must include the following:

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

**Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

**Code of conduct**

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

**Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from Monday – Friday 8am-5pm.

---

**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 E

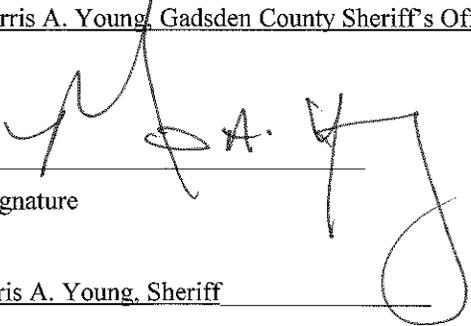
**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

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

SUBCONTRACTOR:

Morris A. Young, Gadsden County Sheriff's Office

By:   
Signature

Morris A. Young  
Recipient's Name

Morris A. Young, Sheriff  
Name and Title

13-DS-97-02-03-01  
DEM Contract Number

339 E. Jefferson Street  
Street Address

Quincy, Florida  
City, State, Zip

6/4/13  
Date

## Attachment F

### Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

**Attachment G**  
**Reimbursement Checklist**

**Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

**Equipment**

- 1. Have all invoices been included?
- 2. Has an AEL # been identified for each purchase?
- 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. If EHP form needed – has copy of it and approval from State/DHS been included?

**Planning**

**Consultants/Contractors (Note: this applies to contractors also billed under Organization)**

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- 4. Has the invoice from consultant/contrator been included?
- 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- 6. Has Attachment E (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

**Salary Positions (Note: this applies to positions billed under M&A and Organization as well)**

- 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

**Training**

- 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- 2. Have sign-in sheets, rosters and agenda been provided?
- 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment

must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

**Travel/Conferences**

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- 2. If travel is a conference has the conference agenda been included?
- 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

**Organization**

- 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

**Matching Funds**

- 1. Contributions are from Non Federal funding sources.
- 2. Contributions are from cash or in-kind contributions which may include training investments.
- 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

**For All Reimbursements - The Final Check**

- 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- 2. Have the costs incurred been charged to the appropriate POETE category?
- 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- 4. Has Form 3 been signed by the Grant Manager?
- 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- 6. Have the quantity and unit cost been notated on Form 4b?

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** July 2, 2013

**Date Submitted:** June 14, 2013

**To:** Honorable Chairperson and Members of the Board

**From:** Robert Presnell, County Administrator  
Tommy Baker, EMS Chief  
Andre Walker, Fire Coordinator/Paramedic

**Subject:** Approval of Volunteer Fire Department Interlocal Fire and Rescue Service Agreements

---

### **Statement of Issue:**

This agenda item seeks the Board's approval for the Interlocal Fire and Rescue Service Agreements between Gadsden County, Florida and Concord, Chattahoochee, Greensboro, Gretna, Havana, Mt. Pleasant, Robertsville/St. John, Sycamore and Wetumpka Volunteer Fire Departments.

### **Background:**

The above named Volunteer Fire Departments have agreed to continue providing fire and rescue services within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of their department. The current Interlocal Fire and Rescue Service Agreement with each of the departments will expire September 30, 2013.

### **Analysis:**

Upon approval, the proposed Interlocal Fire and Rescue Service Agreements shall remain in force for a period of three years, commencing on October 1, 2013 and expiring on September 30, 2016.

### **Fiscal Impact:**

The fiscal impact of the new Interlocal Fire and Rescue Service Agreements will be the same as the current agreement. None of the funds earmarked for the individual

departments reflect an increase. The money is currently in the process of being budgeted in the 2013-2014 Budget Year.

Concord Volunteer Fire Department	\$23,000
Chattahoochee Volunteer Fire Department	\$31,000
Greensboro Volunteer Fire Department	\$31,000
Gretna Volunteer Fire Department	\$31,000
Robertsville / St. John Volunteer Fire Department	\$23,000
Mt. Pleasant Volunteer Fire Department	\$19,000
Sycamore Volunteer Fire Department	\$23,000
Wetumpka Volunteer Fire Department	\$23,000
Havana Volunteer Fire Department	\$42,000
<b>Total</b>	<b>\$246,000</b>

**Options:**

1. Approve the Volunteer Fire Department Interlocal Fire and Rescue Service Agreements.
2. Do not approve the Volunteer Fire Department Interlocal Fire and Rescue Service Agreements.
3. Provide other direction

**County Administrator's Recommendation**

Option 1

**Attachment:**

Interlocal Fire and Rescue Service Agreement for each Volunteer Fire Department

**INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN SYCAMORE  
VOLUNTEER FIRE DEPARTMENT, FLORIDA, AND GADSDEN COUNTY, FLORIDA**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Sycamore Volunteer Fire Department, Florida, hereinafter referred to as "Sycamore" and Gadsden County referred to as "County", as follows:

**WITNESSETH**

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and ending September 30, 2016; and

**WHEREAS**, Sycamore maintains a volunteer fire department capable of providing fire and rescue services within the jurisdictional boundaries of Gadsden County; and

**WHEREAS**, providing fire service is a function traditionally performed by the government; and

**WHEREAS**, the residents of Gadsden County are in need of fire and rescue services and the County believes that fire and rescue services provided by the Sycamore Volunteer Fire Department would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

**WHEREAS**, pursuant to Section 440.02(17)(b)3, Florida Statutes, the County maintains workers compensation insurance on the members of the Sycamore Volunteer Fire Department; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance policy which will ensure Sycamore Volunteer Fire Department against liability when operating to accomplish fire and rescue services; and

**WHEREAS**, the County and Sycamore Volunteer Fire Department recognize that it would be beneficial to both parties to utilize a single fire and rescue service for Sycamore and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the parties contained herein, the parties agree as follows:

1. Sycamore shall direct its efforts to provide first response fire and rescue services, within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of the Sycamore Fire Station. In addition, at the direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Sycamore Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services either inside or outside Gadsden County.
2. To the extent permitted by law, The County shall insure against liability for Sycamore Volunteer Fire Department while providing fire and rescue services which includes any request for mutual aid regardless of jurisdiction. The County shall maintain workers compensation insurance in accordance with State law for Sycamore Volunteer Fire Department's Firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Sycamore Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Sycamore Volunteer Fire Department.
4. Sycamore Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to a county vehicle only with a cost exceeding \$999.99, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Sycamore Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed.
6. The County shall pay Sycamore Volunteer Fire Department a total of \$23,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Sycamore Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;

(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>

7. Sycamore Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.
8. Sycamore Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Sycamore Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Sycamore Volunteer Fire Department shall not be restricted by geographic boundaries.
10. Sycamore Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Sycamore will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The Sycamore Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
15. Either party may terminate this Agreement in total, with or without cause, by providing six months' written notice to the other party of its intent to terminate.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to Form

*RANDALL MARRIOTT*



Fire Chief, Sycamore Volunteer  
Fire Department

Sycamore, Florida

Approved as to Form

\_\_\_\_\_  
Deborah Minnis, County Attorney

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairperson, Gadsden County Board  
of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Circuit Court, Gadsden County

RECEIVED  
JAN 28 2013

BY: .....

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE TOWN OF  
HAVANA, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this 26 day of February, 2013, by and between the Town of Havana, Florida, hereinafter referred to as "Havana" and Gadsden County referred to as "County", as follows:

**WITNESSETH**

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and ending September 30, 2016; and

**WHEREAS**, Havana maintains a volunteer fire department capable of providing fire and rescue services outside the corporate boundaries of Havana; and

**WHEREAS**, the residents residing outside the corporate boundaries of Havana are in need of fire and rescue services and the County believes that fire and rescue services would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance policy which will ensure Havana Volunteer Fire Department against liability when operating outside of Havana Volunteer Fire Department's corporate boundaries at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center; and

**WHEREAS**, the County and Havana Volunteer Fire Department recognize that it would be beneficial to both parties to utilize a single fire and rescue service for Havana and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the parties contained herein, the parties agree as follows:

1. Havana shall direct its volunteer fire department to provide first response fire and rescue services, within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of the Havana

fire station. In addition, at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Havana Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services inside or outside Gadsden County.

2. To the extent permitted by law, the County shall insure against liability for Havana Volunteer Fire Department while providing fire and rescue services outside the corporate boundaries of Havana at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, which includes any request for mutual aid regardless of jurisdiction. Havana shall maintain workers compensation insurance in accordance with State law for its Volunteer Fire Department firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Havana Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Havana Volunteer Fire Department.
4. Havana Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to county fire vehicle only with a cost exceeding 1,000.00, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Havana Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed.
6. The County shall pay Havana Volunteer Fire Department a total of \$42,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Havana Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;  
  

(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>
7. Havana Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire

- Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.
8. Havana Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Havana Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
  9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Havana Volunteer Fire Department shall not be restricted by geographic boundaries.
  10. Havana Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
  11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Havana will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
  12. The Havana Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
  13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
  14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
  15. Either party may terminate this Agreement in total, with or without cause, by providing six months' written notice to the other party of its intent to terminate.

DONE this 26th day of February, 2013

Approved as to Form

Approved as to Form

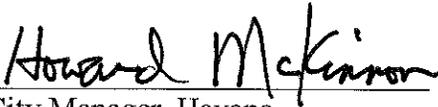


\_\_\_\_\_  
City Attorney, Havana

\_\_\_\_\_  
Deborah Minnis, County Attorney

Havana, Florida

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS



\_\_\_\_\_  
City Manager, Havana

\_\_\_\_\_  
Chairperson, Gadsden County Board  
Of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Circuit Court, Gadsden County

**INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN WETUMPKA  
VOLUNTEER FIRE DEPARTMENT, FLORIDA, AND GADSDEN COUNTY, FLORIDA**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2013, by and between Wetumpka Volunteer Fire Department, Florida, hereinafter referred to as "Wetumpka" and Gadsden County referred to as "County", as follows:

**WITNESSETH**

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and ending September 30, 2016; and

**WHEREAS**, Wetumpka maintains a volunteer fire department capable of providing fire and rescue services within the jurisdictional boundaries of Gadsden County; and

**WHEREAS**, providing fire service is a function traditionally performed by the government; and

**WHEREAS**, the residents of Gadsden County are in need of fire and rescue services and the County believes that fire and rescue services provided by the Wetumpka Volunteer Fire Department would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

**WHEREAS**, pursuant to Section 440.02(17)(b)3, Florida Statutes, the County maintains workers compensation insurance on the members of the Wetumpka Volunteer Fire Department; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance policy which will ensure Wetumpka Volunteer Fire Department against liability when operating to accomplish fire and rescue services; and

**WHEREAS**, the County and Wetumpka Volunteer Fire Department recognize that it would be beneficial to both parties to utilize a single fire and rescue service for Wetumpka and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the parties contained herein, the parties agree as follows:

1. Wetumpka shall direct its efforts to provide first response fire and rescue services, within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of the Wetumpka Fire Station. In addition, at the direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Wetumpka Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services either inside or outside Gadsden County.
2. To the extent permitted by law, The County shall insure against liability for Wetumpka Volunteer Fire Department while providing fire and rescue services which includes any request for mutual aid regardless of jurisdiction. The County shall maintain workers compensation insurance in accordance with State law for Wetumpka Volunteer Fire Department's Firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Wetumpka Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Wetumpka Volunteer Fire Department.
4. Wetumpka Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to a county fire vehicle only with a cost exceeding \$999.99, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Wetumpka Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed.
6. The County shall pay Wetumpka Volunteer Fire Department a total of \$23,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Wetumpka Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;

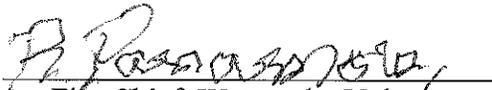
(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>

7. Wetumpka Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.
8. Wetumpka Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Wetumpka Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Wetumpka Volunteer Fire Department shall not be restricted by geographic boundaries.
10. Wetumpka Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Wetumpka will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The Wetumpka Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
15. Either party may terminate this Agreement in total, with or without cause, by providing six months' written notice to the other party of its intent to terminate.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to Form

Approved as to Form

  
\_\_\_\_\_  
Fire Chief, Wetumpka Volunteer  
Fire Department

\_\_\_\_\_  
Deborah Minnis, County Attorney

Wetumpka, Florida

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairperson, Gadsden County Board  
of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Circuit Court, Gadsden County

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN CONCORD  
VOLUNTEER FIRE DEPARTMENT, FLORIDA, AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this 15<sup>th</sup> day of April, 2013, by and between Concord Volunteer Fire Department, Florida, hereinafter referred to as "Concord" and Gadsden County referred to as "County", as follows:

**WITNESSETH**

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and ending September 30, 2016; and

**WHEREAS**, Concord maintains a volunteer fire department capable of providing fire and rescue services within the jurisdictional boundaries of Gadsden County; and

**WHEREAS**, providing fire service is a function traditionally performed by the government; and

**WHEREAS**, the residents of Gadsden County are in need of fire and rescue services and the County believes that fire and rescue services provided by the Concord Volunteer Fire Department would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

**WHEREAS**, pursuant to Section 440.02(17) (b) 3, Florida Statutes, the County maintains workers compensation insurance on the members of the Concord Volunteer Fire Department; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance policy which will ensure Concord Volunteer Fire Department against liability when operating to accomplish fire and rescue services; and

**WHEREAS**, the County and Concord Volunteer Fire Department recognize that it would be beneficial to both parties to utilize a single fire and rescue service for Concord and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the parties contained herein, the parties agree as follows:

1. Concord shall direct its efforts to provide first response fire and rescue services, within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of the Concord Fire Station. In addition, at the direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Concord Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services either inside or outside Gadsden County.
2. To the extent permitted by law, The County shall insure against liability for Concord Volunteer Fire Department while providing fire and rescue services which includes any request for mutual aid regardless of jurisdiction. The County shall maintain workers compensation insurance in accordance with State law for Concord Volunteer Fire Department's Firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Concord Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Concord Volunteer Fire Department.
4. Concord Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to a county fire vehicle only with a cost exceeding \$999.99, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Concord Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed..
6. The County shall pay Concord Volunteer Fire Department a total of \$23,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Concord Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;

(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>

7. Concord Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.
8. Concord Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Concord Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Concord Volunteer Fire Department shall not be restricted by geographic boundaries.
10. Concord Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Concord will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The Concord Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
15. Either party may terminate this Agreement in total, with or without cause, by Providing six months' written notice to the other party of its intent to terminate.

DONE this 15<sup>th</sup> day of April, 2013

Approved as to Form

Approved as to Form

John H. Browning  
Fire Chief, Concord Volunteer  
Fire Department

Deborah Minnis, County Attorney

Concord, Florida

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS

Chairperson, Gadsden County Board  
of County Commissioners

ATTEST:

Clerk of Circuit Court, Gadsden County

**INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE CITY OF  
CHATTAHOOCHEE, FLORIDA AND GADSDEN COUNTY, FLORIDA**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this \_\_\_ day of \_\_\_\_\_  
2013, by and between the City of Chattahoochee, Florida, hereinafter referred to as  
"Chattahoochee" and Gadsden County referred to as "County", as follows:

**WITNESSETH**

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and  
ending September 30, 2016; and

**WHEREAS**, Chattahoochee maintains a volunteer fire department capable of providing  
fire and rescue services outside the corporate boundaries of Chattahoochee; and

**WHEREAS**, the residents residing outside the corporate boundaries of Chattahoochee  
are in need of fire and rescue services and the County believes that fire and rescue services  
would be beneficial to the health and welfare of residents living in the unincorporated areas of  
the County; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance  
policy which will ensure Chattahoochee Volunteer Fire Department against liability when  
operating outside of Chattahoochee Volunteer Fire Department's corporate boundaries at the  
request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the  
Gadsden County Sheriff's Office Dispatch Center; and

**WHEREAS**, the County and Chattahoochee Volunteer Fire Department recognize that it  
would be beneficial to both parties to utilize a single fire and rescue service for Chattahoochee  
and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the  
parties contained herein, the parties agree as follows:

1. Chattahoochee shall direct its volunteer fire department to provide first response fire  
and rescue services, within their scope of training, with due diligence, in the  
unincorporated areas of Gadsden County within a five (5) mile radius of the

Chattahoochee fire station. In addition, at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Chattahoochee Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services inside or outside Gadsden County.

2. To the extent permitted by law, the County shall insure against liability for Chattahoochee Volunteer Fire Department while providing fire and rescue services outside the corporate boundaries of Chattahoochee at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, which includes any request for mutual aid regardless of jurisdiction. Chattahoochee shall maintain workers compensation insurance in accordance with State law for its Volunteer Fire Department firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Chattahoochee Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Chattahoochee Volunteer Fire Department.
4. Chattahoochee Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to a county fire vehicle only with a cost exceeding 1,000.00, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Chattahoochee Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed.
6. The County shall pay Chattahoochee Volunteer Fire Department a total of \$31,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Chattahoochee Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;

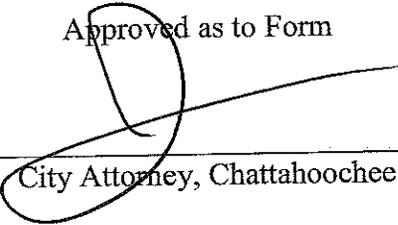
(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>

7. Chattahoochee Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.
8. Chattahoochee Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Chattahoochee Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Chattahoochee Volunteer Fire Department shall not be restricted by geographic boundaries.
10. Chattahoochee Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Chattahoochee will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The Chattahoochee Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
15. Either party may terminate this Agreement in total, with or without cause, by Providing six months' written notice to the other party of its intent to terminate.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to Form

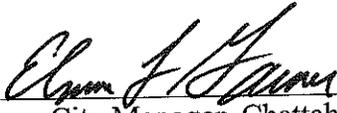
Approved as to Form

  
\_\_\_\_\_  
City Attorney, Chattahoochee

\_\_\_\_\_  
Deborah Minnis, County Attorney

Chattahoochee, Florida

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS

  
\_\_\_\_\_  
City Manager, Chattahoochee

\_\_\_\_\_  
Chairperson, Gadsden County Board  
Of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Circuit Court, Gadsden County

**INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE TOWN OF  
GREENSBORO, FLORIDA AND GADSDEN COUNTY, FLORIDA**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2013, by and between the Town of Greensboro, Florida, hereinafter referred to as "Greensboro" and Gadsden County referred to as "County", as follows:

**WITNESSETH**

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and ending September 30, 2016; and

**WHEREAS**, Greensboro maintains a volunteer fire department capable of providing fire and rescue services outside the corporate boundaries of Greensboro; and

**WHEREAS**, the residents residing outside the corporate boundaries of Greensboro are in need of fire and rescue services and the County believes that fire and rescue services would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance policy which will ensure Greensboro Volunteer Fire Department against liability when operating outside of Greensboro Volunteer Fire Department's corporate boundaries at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center; and

**WHEREAS**, the County and the Towne of Greensboro recognize that it would be beneficial to both parties to utilize a single fire and rescue service for Greensboro and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the parties contained herein, the parties agree as follows:

1. Greensboro shall direct its volunteer fire department to provide first response fire and rescue services, within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of the

Greensboro fire station. In addition, at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Greensboro Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services inside or outside Gadsden County.

2. To the extent permitted by law, the County shall insure against liability for Greensboro Volunteer Fire Department while providing fire and rescue services outside the corporate boundaries of Greensboro at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, which includes any request for mutual aid regardless of jurisdiction. Greensboro shall maintain workers compensation insurance in accordance with State law for its Volunteer Fire Department firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Greensboro Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Greensboro Volunteer Fire Department.
4. Greensboro Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to a county fire vehicle only with a cost exceeding 1,000.00, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Greensboro Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed..
6. The County shall pay Greensboro Volunteer Fire Department a total of \$31,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Greensboro Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;

(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>

7. Greensboro Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.
8. Greensboro Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Greensboro Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Greensboro Volunteer Fire Department shall not be restricted by geographic boundaries.
10. Greensboro Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Greensboro will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The Greensboro Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
15. Either party may terminate this Agreement in total, with or without cause, by providing six months' written notice to the other party of its intent to terminate.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to Form

Approved as to Form



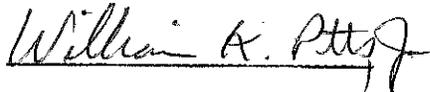
Town Attorney, Greensboro



Deborah Minnis, County Attorney

Greensboro, Florida

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS

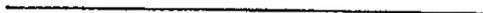


Mayor, Greensboro



Chairperson, Gadsden County Board  
Of County Commissioners

ATTEST:



Clerk of Circuit Court, Gadsden County

**INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE CITY OF  
GRETNA, FLORIDA AND GADSDEN COUNTY, FLORIDA**

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Gretna, Florida, hereinafter referred to as "Gretna" and Gadsden County referred to as "County", as follows:

**WITNESSETH**

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and ending September 30, 2016; and

**WHEREAS**, Gretna maintains a volunteer fire department capable of providing fire and rescue services outside the corporate boundaries of Gretna; and

**WHEREAS**, the residents residing outside the corporate boundaries of Gretna are in need of fire and rescue services and the County believes that fire and rescue services would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance policy which will ensure Gretna Volunteer Fire Department against liability when operating outside of Gretna Volunteer Fire Department's corporate boundaries at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center; and

**WHEREAS**, the County and Gretna Volunteer Fire Department recognize that it would be beneficial to both parties to utilize a single fire and rescue service for Gretna and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the parties contained herein, the parties agree as follows:

1. Gretna shall direct its volunteer fire department to provide first response fire and rescue services, within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of the Gretna

fire station. In addition, at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Gretna Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services inside or outside Gadsden County.

2. To the extent permitted by law, the County shall insure against liability for Gretna Volunteer Fire Department while providing fire and rescue services outside the corporate boundaries of Gretna at the request or direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, which includes any request for mutual aid regardless of jurisdiction. Gretna shall maintain workers compensation insurance in accordance with State law for its Volunteer Fire Department firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Gretna Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Gretna Volunteer Fire Department.
4. Gretna Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to a county fire vehicle only with a cost exceeding 1,000.00, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Gretna Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed..
6. The County shall pay Gretna Volunteer Fire Department a total of \$31,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Gretna Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;  
  

(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>
7. Gretna Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire

Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.

8. Gretna Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Gretna Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Gretna Volunteer Fire Department shall not be restricted by geographic boundaries.
10. Gretna Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Gretna will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The Gretna Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
15. Either party may terminate this Agreement in total, with or without cause, by providing six months' written notice to the other party of its intent to terminate.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to Form

Approved as to Form



---

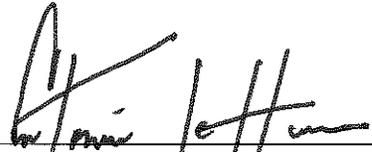
City Attorney, Gretna

---

Deborah Minnis, County Attorney

Gretna, Florida

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS



---

City Manager, Gretna

---

Chairperson, Gadsden County Board  
of County Commissioners

ATTEST:

---

Clerk of Circuit Court, Gadsden County

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN ROBERTSVILLE  
VOLUNTEER FIRE DEPARTMENT, FLORIDA, AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Robertsville Volunteer Fire Department, Florida, hereinafter referred to as "Robertsville" and Gadsden County referred to as "County", as follows:

**WITNESSETH**

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and ending September 30, 2016; and

**WHEREAS**, Robertsville maintains a volunteer fire department capable of providing fire and rescue services within the jurisdictional boundaries of Gadsden County; and

**WHEREAS**, providing fire service is a function traditionally performed by the government; and

**WHEREAS**, the residents of Gadsden County are in need of fire and rescue services and the County believes that fire and rescue services provided by the Robertsville Volunteer Fire Department would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

**WHEREAS**, pursuant to Section 440.02(17)(b)3, Florida Statutes, the County maintains workers compensation insurance on the members of the Robertsville Volunteer Fire Department; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance policy which will ensure Robertsville Volunteer Fire Department against liability when operating to accomplish fire and rescue services; and

**WHEREAS**, the County and Robertsville Volunteer Fire Department recognize that it would be beneficial to both parties to utilize a single fire and rescue service for Robertsville and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the parties contained herein, the parties agree as follows:

1. Robertsville shall direct its efforts to provide first response fire and rescue services, within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of the Robertsville Fire Station. In addition, at the direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Robertsville Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services either inside or outside Gadsden County.
2. To the extent permitted by law, The County shall insure against liability for Robertsville Volunteer Fire Department while providing fire and rescue services which includes any request for mutual aid regardless of jurisdiction. The County shall maintain workers compensation insurance in accordance with State law for Robertsville Volunteer Fire Department's Firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Robertsville Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Robertsville Volunteer Fire Department.
4. Robertsville Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to a county fire vehicle only with a cost exceeding \$999.99, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Robertsville Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed.
6. The County shall pay Robertsville Volunteer Fire Department a total of \$23,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Robertsville Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;

(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>

7. Robertsville Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.
8. Robertsville Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Robertsville Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Robertsville Volunteer Fire Department shall not be restricted by geographic boundaries.
10. Robertsville Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Robertsville will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The Robertsville Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
15. Either party may terminate this Agreement in total, with or without cause, by providing six months' written notice to the other party of its intent to terminate.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to Form

Approved as to Form

Arduster House

Fire Chief, Robertsville Volunteer  
Fire Department

\_\_\_\_\_  
Deborah Minnis, County Attorney

Robertsville, Florida

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairperson, Gadsden County Board  
of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Circuit Court, Gadsden County

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN MT. PLEASANT  
VOLUNTEER FIRE DEPARTMENT, FLORIDA, AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this 23 day of JANUARY 2013, by and between Mt. Pleasant Volunteer Fire Department, Florida, hereinafter referred to as "Mt. Pleasant" and Gadsden County referred to as "County", as follows:

WITNESSETH

**WHEREAS**, this agreement is for the period of three years from October 1, 2013 and ending September 30, 2016; and

**WHEREAS**, Mt. Pleasant maintains a volunteer fire department capable of providing fire and rescue services within the jurisdictional boundaries of Gadsden County; and

**WHEREAS**, providing fire service is a function traditionally performed by the government; and

**WHEREAS**, the residents of Gadsden County are in need of fire and rescue services and the County believes that fire and rescue services provided by the Mt. Pleasant Volunteer Fire Department would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

**WHEREAS**, pursuant to Section 440.02(17)(b)3, Florida Statutes, the County maintains workers compensation insurance on the members of the Mt. Pleasant Volunteer Fire Department; and

**WHEREAS**, to the extent permitted by law, the County maintains a liability insurance policy which will ensure Mt. Pleasant Volunteer Fire Department against liability when operating to accomplish fire and rescue services; and

**WHEREAS**, the County and Mt. Pleasant Volunteer Fire Department recognize that it would be beneficial to both parties to utilize a single fire and rescue service for Mt. Pleasant and the County's unincorporated areas in the immediate vicinity.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations of the parties contained herein, the parties agree as follows:

1. Mt. Pleasant shall direct its efforts to provide first response fire and rescue services, within their scope of training, with due diligence, in the unincorporated areas of Gadsden County within a five (5) mile radius of the Mt. Pleasant Fire Station. In addition, at the direction of the Chief of the Gadsden County Fire Service, Fire Coordinator or the Gadsden County Sheriff's Office Dispatch Center, Mt. Pleasant Volunteer Fire Department shall respond to any request for mutual aid by another department for fire and rescue services either inside or outside Gadsden County.
2. To the extent permitted by law, The County shall insure against liability for Mt. Pleasant Volunteer Fire Department while providing fire and rescue services which includes any request for mutual aid regardless of jurisdiction. The County shall maintain workers compensation insurance in accordance with State law for Mt. Pleasant Volunteer Fire Department's Firefighters.
3. The County shall provide a serviceable vehicle/tanker insured by the County to Mt. Pleasant Volunteer Fire Department during the term of this agreement to be used for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to Mt. Pleasant Volunteer Fire Department.
4. Mt. Pleasant Volunteer Fire Department shall be liable for all routine maintenance, all single item repairs up to \$999.99, and fuel. Any single item repair to a county fire vehicle only with a cost exceeding \$999.99, the entire cost shall be the sole responsibility of the County. Before repair can be made on behalf of the County, the Mt. Pleasant Fire Chief or their designee will notify the Gadsden County Fire Service of any single item repair with a cost exceeding 1,000.00 so proper procedures can be followed in accordance with the County's purchasing policy.
5. In the event that a major repair is required to a County owned vehicle that will result in down time exceeding seven (7) days, IF AVAILABLE, the County shall furnish a temporary replacement fire service vehicle until repairs are completed.
6. The County shall pay Mt. Pleasant Volunteer Fire Department a total of \$19,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to Mt. Pleasant Volunteer Fire Department at the end of each quarter as defined in #8 of this service agreement and will be based on the County's Fiscal year operations that are defined as follows;

(1 <sup>st</sup> Quarter)	October 1 <sup>st</sup> – December 31 <sup>st</sup>
(2 <sup>nd</sup> Quarter)	January 1 <sup>st</sup> – March 31 <sup>st</sup>
(3 <sup>rd</sup> Quarter)	April 1 <sup>st</sup> – June 30 <sup>th</sup>
(4 <sup>th</sup> Quarter)	July 1 <sup>st</sup> – September 30 <sup>th</sup>

7. Mt. Pleasant Volunteer Fire Department shall maintain fire reports for all fire activity on a department specific FDID coded report form provided by the Gadsden County Fire Service and financial records of all expenditures associated with the funds that are received from the County for fire and rescue services.
8. Mt. Pleasant Volunteer fire Department shall no later than the 10<sup>th</sup> day at the end of each quarter provide copies of all department specific FDID coded fire report forms and financial statements with account balances for the quarter to the Gadsden County Fire Coordinator. Once the Fire Coordinator has received all contractual paperwork from Mt. Pleasant Volunteer Fire Department it will be filed with the Gadsden County Fire Service and forwarded to Finance for payment. Payment will not be made by the County until all contractual paperwork has been submitted to the Gadsden County Fire Coordinator.
9. Because there is a mutual benefit derived from using all available equipment and resources for fire and rescue services. Equipment and resources that are owned by either the County or Mt. Pleasant Volunteer Fire Department shall not be restricted by geographic boundaries.
10. Mt. Pleasant Volunteer Fire Department shall enter all fire calls into the National Fire Incident Reporting System (NFIRS) no later than the 10<sup>th</sup> day after the end of each quarter.
11. Any single item and /or piece of equipment purchased with funds received from the County and costing over \$999.99 shall be the property of the County. Mt. Pleasant will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The Mt. Pleasant Volunteer Fire Department Chief or his/her designee shall notify the Gadsden County Fire Service Coordinator by phone, radio or e-mail of all fires with significant damage or loss of property as well as any fatality that may occur as a result of a fire.
13. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
14. This agreement shall remain in force for a period of three year(s), from October 1, 2013, through September 30, 2016.
15. Either party may terminate this Agreement in total, with or without cause, by providing six months' written notice to the other party of its intent to terminate.

DONE this 23 day of January, 2013

Approved as to Form

Approved as to Form

Wayne Fallis  
Fire Chief, Mt. Pleasant Volunteer  
Fire Department

\_\_\_\_\_  
Deborah Minnis, County Attorney

Mt. Pleasant, Florida

GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairperson, Gadsden County Board  
of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of Circuit Court, Gadsden County

**Board of County Commissioners  
Agenda Request**

**Date of Meeting:** July 2, 2013

**Date Submitted:** June 18, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Robert Presnell, County Administrator  
Curtis Young, Interim Director, Public Works

**Subject:** Award of Construction for the Local Agency Program Project -  
Florida Department of Transportation – Salem Road (C.R. 159)

---

**Statement of Issue:**

This Agenda item seeks Board approval to award the Local Agency Program project for the paved shoulders and resurfacing of Salem Road to Peavy and Son Construction. Also, staff requests that the Chairman be authorized to execute the Notice of Award, Notice to Proceed and Agreement.

**Background:**

The State of Florida assists small counties with funding for road resurfacing projects. These projects are selected from candidate projects submitted by the County and funded by the Florida Department of Transportation (FDOT) to include major arterial and collector roads in need of major repair. The Board approved the project at the regular meeting on January 15, 2013.

**Analysis:**

Salem Road was selected as a safety project based on the current condition of the roadway, crash data and the level of traffic. This grant funded project will benefit Gadsden County by \$3,208,889.00 in road safety improvements. The length of the project is 8.016 miles from SR 12 to the Georgia State Line.

**Financial Impact:**

None, Public Works will administer the project through a Local Agency Program Agreement with the FDOT.

**Options:**

1. Award the low bidder Peavy and Son Construction the contract for the paved shoulder improvements and resurfacing of Salem Road.
2. Provide other direction.

**County Administrator Recommendation:**

Option 1

**Attachment:**

1. Notice of Award (3 copies)
2. Notice to Proceed (3 copies)
3. Agreement (3 copies)
4. Bid Tabulation Form
5. FDOT Concurrency Letter

**SECTION 00080-NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT DESCRIPTION: CR 159 (Salem Road) Paved Shoulder Project from SR 12 (Havana Highway) to Florida State Line.**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20 13, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 13.

By: \_\_\_\_\_  
Title: Chair, Gadsden County BOCC

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_ (Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 13.

By: \_\_\_\_\_ (Print and Sign Name).

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

**SECTION 00090-NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2013, on or before \_\_\_\_\_, 2013, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is, therefore, \_\_\_\_\_, 2013.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

By: \_\_\_\_\_  
Title: Chair, Gadsden County BOCC

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By: \_\_\_\_\_ (Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_ (Print and Sign Name).

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

**SECTION 00050-AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Gadsden County Board of County Commissioners, hereinafter called "OWNER" and \_\_\_\_\_, doing business as \_\_\_\_\_ (an individual, a partnership, or a corporation), hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **CR 159 (Salem Road) Paved Shoulder Project from SR 12 (Havana Highway) to Florida State Line.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within \_\_\_\_\_ days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ 00/100 Dollars (\$ \_\_\_\_\_) as shown in the BID SCHEDULE.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) AGREEMENT
- (C) BID BOND PENAL SUM FORM
- (D) BID FORM

- (E) COMPUTATION BOOK
- (F) CONTRACT PLANS
- (G) FDOT LOCAL AGENCY PROGRAM SPECIFICATIONS
- (H) GENERAL CONDITIONS
- (I) INSTRUCTIONS TO BIDDERS
- (J) LOCAL AGENCY PROGRAM (LAP)/FEDERAL-AID REQUIREMENTS
- (K) NOTICE OF AWARD
- (L) NOTICE TO PROCEED
- (M) PERMIT EXEMPTION DOCUMENTATION
- (N) SPECIFICATIONS
- (O) SPECIAL PROVISIONS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

ATTEST:

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

CONTRACTOR:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

END OF SECTION 00050

**SECTION 00080-NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT DESCRIPTION: CR 159 (Salem Road) Paved Shoulder Project from SR 12 (Havana Highway) to Florida State Line.**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2013, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
Title: Chair, Gadsden County BOCC

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_(Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_(Print and Sign Name).

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

**SECTION 00090-NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2013, on or before \_\_\_\_\_, 2013, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is, therefore, \_\_\_\_\_, 2013.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

By: \_\_\_\_\_  
Title: Chair, Gadsden County BOCC

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By: \_\_\_\_\_ (Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_ (Print and Sign Name).

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

**SECTION 00050-AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Gadsden County Board of County Commissioners, hereinafter called "OWNER" and \_\_\_\_\_, doing business as \_\_\_\_\_ (an individual, a partnership, or a corporation), hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **CR 159 (Salem Road) Paved Shoulder Project from SR 12 (Havana Highway) to Florida State Line.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within \_\_\_\_ days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of       00/100       Dollars (\$      ) as shown in the BID SCHEDULE.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
- (A) ADVERTISEMENT FOR BIDS
  - (B) AGREEMENT
  - (C) BID BOND PENAL SUM FORM
  - (D) BID FORM

- (E) COMPUTATION BOOK
- (F) CONTRACT PLANS
- (G) FDOT LOCAL AGENCY PROGRAM SPECIFICATIONS
- (H) GENERAL CONDITIONS
- (I) INSTRUCTIONS TO BIDDERS
- (J) LOCAL AGENCY PROGRAM (LAP)/FEDERAL-AID REQUIREMENTS
- (K) NOTICE OF AWARD
- (L) NOTICE TO PROCEED
- (M) PERMIT EXEMPTION DOCUMENTATION
- (N) SPECIFICATIONS
- (O) SPECIAL PROVISIONS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

(SEAL)  
ATTEST:  
\_\_\_\_\_  
NAME \_\_\_\_\_  
                  (Please Type)  
TITLE \_\_\_\_\_

OWNER:  
BY \_\_\_\_\_  
NAME \_\_\_\_\_  
                  (Please Type)  
TITLE \_\_\_\_\_

(SEAL)  
ATTEST:  
\_\_\_\_\_  
NAME \_\_\_\_\_  
                  (Please Type)  
TITLE \_\_\_\_\_

CONTRACTOR:  
\_\_\_\_\_  
BY \_\_\_\_\_  
NAME \_\_\_\_\_  
                  (Please Type)  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

END OF SECTION 00050

**SECTION 00080-NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT DESCRIPTION: CR 159 (Salem Road) Paved Shoulder Project from SR 12 (Havana Highway) to Florida State Line.**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2013, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
Title: Chair, Gadsden County BOCC

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_(Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_(Print and Sign Name).

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

**SECTION 00090-NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20 13, on or before \_\_\_\_\_, 20 13, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is, therefore, \_\_\_\_\_, 20 13.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

By: \_\_\_\_\_  
Title: Chair, Gadsden County BOCC

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By: \_\_\_\_\_(Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 13.

By: \_\_\_\_\_(Print and Sign Name).

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

**SECTION 00050-AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Gadsden County Board of County Commissioners, hereinafter called "OWNER" and \_\_\_\_\_, doing business as \_\_\_\_\_ (an individual, a partnership, or a corporation), hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **CR 159 (Salem Road) Paved Shoulder Project from SR 12 (Havana Highway) to Florida State Line.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within \_\_\_\_ days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_00/100 Dollars (\$\_\_\_\_\_) as shown in the BID SCHEDULE.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
- (A) ADVERTISEMENT FOR BIDS
  - (B) AGREEMENT
  - (C) BID BOND PENAL SUM FORM
  - (D) BID FORM

- (E) COMPUTATION BOOK
- (F) CONTRACT PLANS
- (G) FDOT LOCAL AGENCY PROGRAM SPECIFICATIONS
- (H) GENERAL CONDITIONS
- (I) INSTRUCTIONS TO BIDDERS
- (J) LOCAL AGENCY PROGRAM (LAP)/FEDERAL-AID REQUIREMENTS
- (K) NOTICE OF AWARD
- (L) NOTICE TO PROCEED
- (M) PERMIT EXEMPTION DOCUMENTATION
- (N) SPECIFICATIONS
- (O) SPECIAL PROVISIONS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

ATTEST:

BY \_\_\_\_\_

\_\_\_\_\_

NAME \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

CONTRACTOR:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

END OF SECTION 00050

**BID REPORT**

**Bid No. 13-03**

**Salem Road – Paved Shoulders**

**DATE: 5-2-13**

**TIME: 2:00 p.m.**

**PRESENT: Arthur Lawson, Sr., MSD  
Shelia Faircloth, MSD  
Curtis Young, Public Works  
Jonathan Parramore, C W Roberts  
Dustin Evans, Jacobs  
Richard Secka, Jacobs  
Chris Presnell, Jacobs  
Lee Lasseter, Peavy & Son  
Robert Presnell, Co. Administrator**

**Three RFPs were received:**

<b>Capital Asphalt Tallahassee, FL</b>	<b>\$3,449,227.00</b>
<b>Peavy &amp; Son Havana, FL</b>	<b>\$3,208,889.00</b>
<b>C W Roberts Tallahassee, FL</b>	<b>\$3,319,363.24</b>

**The RFP will be reviewed and a recommendation will be made to the Board. The Board will award this RFP to the company that best meets the requirements of the specifications in the RFP.**

**Meeting adjourned at 2:05 p.m.**



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1074 Highway 90  
Chipley, Florida 32428-0607

ANANTH PRASAD, P.E.  
SECRETARY

June 4, 2013

Mr. Curtis Young, Director  
Gadsden County Public Works  
P.O. Box 1799  
Quincy, FL 32351

Re: Concurrence to Award Construction Contract  
FPID No. 429671-2-58-01  
CR 159 (Salem Road) Safety Improvements

Dear Mr. Young:

We have received the bids for the referenced project and concur with the County's recommendation to award to the lowest responsive bidder, Peavy & Son Construction.

Supplemental Agreements and/or Change Orders must be approved by the District LAP Administrator prior to execution of any agreements.

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us).

Sincerely,

Dustin Castells  
District 3 LAP Administrator

# GADSDEN COUNTY

FLORIDA

CHAMBER OF COMMERCE

208 North Adams Street Quincy, FL 32351

T. 850.627.9231 F. 850.875.3299

www.gadsdenfla.com

## Economic Development Report March 2013

### Gadsden County Chamber of Commerce

A key role of the Gadsden County Chamber of Commerce is to represent all businesses located within Gadsden County. This representation not only includes assistance at the conception stage with purchasing land and buildings for new or expanding businesses and coordinating financial incentives, grants and loans, it encompasses the Chamber's efforts throughout the life of the business in the form of education and training opportunities, referrals and transition support in periods of layoffs. The Chamber recognizes the importance every business brings to Gadsden County.

#### Comprehensive economic development programs include three basic activities:

- Existing Business Retention
- New Business Recruitment Program
- Small Business and Entrepreneurship Program.

#### New Business Development Recruitment Profile Summary

- 25-125 employees
- 115% of average wage with benefits
- Give back to community
- Primarily manufacturing, distribution, renewable energy & agribusiness
- Environmentally sensitive

### I. MAJOR PROJECTS:

*\*Last 36 months*

Business Name/Location	Capital Investment	Total Employees	Announcement Date	Services
National Solar Power, LLC	\$1,500,000,000.00	400 Construction 120 Permanent	September 26, 2011	ACBDEF
Gamboa Brothers/Quincy Farms	\$1,000,000+	300-500	December 2010	ABCDEF
GRMC-Gadsden Hospital	10m+	45+	June 2010	BE
Gretna Gaming	\$20,000,000	100+	2010	ABCDE
TCC/Dept. of Corrections	\$19,000,000	250	2011	E
North Florida Medical Center	\$2,000,000	20+	2011	E
Local Business Retention-(Working with 4 Businesses)				
ncy By-Pass	\$13,600,000	N/A	November 2012	BCE

## A. Benchmarks:

1. To create or retain a total of ninety (90) jobs through business recruitment, retention and expansion efforts

### Services/ Economic Development

- A. Grants, loans, incentives and funding assistance
- B. Workforce development and education
- C. Land use, permitting, licensing ,environmental and infrastructure
- D. Site and location assistance
- E. Marketing and promotional assistance
- F. Business plan assistance

2. First and primary point of contact for Gadsden County, handling the coordination of regional and state economic development relationships and stakeholders, as well as loans, grants and incentives to prospective and existing businesses, target business sectors for recruitment and inventory available assets, buildings and land.

3. Develop and distribute marketing and promotional materials to prospective and existing businesses in support of retention and positive expansion.

4. Maintain strategic relationships to resolve workforce development issues and needs with various groups such as, but not limited to, WORKFORCE<sup>plus</sup>, University of Florida-Institute of Food & Agricultural Sciences North Florida Research & Education Center, the Jim Moran Institute for Global Entrepreneurship at Florida State University and Tallahassee Community College.

## II. REPORTS AND RECORDS

A. January 1, 2013-March 29, 2013

B. Clients of the GCEDC require confidentiality agreements due to the sensitive nature of proprietary confidential business information and the competitive business environment. GCEDC shall retain all client records under the protection of Section 288.075, Florida Statutes that creates an exception to Chapter 119 as it pertains to commercial development and capital improvements and the confidentiality of records.

Project Name	Description	Proposed Location	Decision Timeline	Estimated Jobs	Estimated Investment
Project Keep	Manufacturing	County	2013	25	N/A
Project Pressure	Manufacturing	County	2013	40+	\$10 million
Project Pump	Manufacturing	Midway	2013	20	N/A
Project Ohio	Distribution	County	2013	30+	\$5 million
Project Earth	Manufacturing	Expansion	2013	N/A	\$13 million
Gadsden County History & Heritage Center	History & heritage center	Quincy Downtown	2013	TBD	TBD
Inland Port/Port St. Joe Partnership	Manufacturing/Distribution Park	Gretna area	2013	TBD	TBD
Quincy House/TCC Expansion	Education/Community	Quincy	2013	N/A	N/A
Chattahoochee Expedition Center	Recreation	Chattahoochee	Partially complete	10	\$2 million
Project Outside	Recreation	County	2013	20	N/A
Project Cup	Manufacturing	Midway	2013	12	N/A
Project Timber	Manufacturing	County	2013	80	50m+
Project Veteran	Living Facility	County	DELAYED DUE TO DEATH OF PRINCIPAL	N/A	N/A
Project Web	Website	County	2013	N/A	N/A
Project Oval	Recreation	Gretna	DELAYED	20+	\$3 million
Project Treat	Manufacturing	County	2013	N/A	\$10 million
Project WE	Green Energy	County	2013	N/A	\$6 million
Project Rock	Renewable Energy	County	2012	REJECTED	\$350 million
Project Bottle	Bottle Water	County	2012	REJECTED	N/A
Project Corp	Green technology manufacturing	County	Leon County	20-50	TBD
Project Film	Plastic recycling company	County	2011 DELAYED	50 initially 100 within 1 year	\$20 million
Project Green Stone	Manufacturing	County	DELAYED	40 initially 100 within 1 year	\$7 million
Project Outdoors	Internet distribution center	County	Jefferson County	20	\$2 million
Project Optical	Optical equipment manufacturing	Quincy	2010 2 <sup>nd</sup> Qtr/DELAYED	50 initially	\$5 million

Toastal Plywood	Expansion	Havana	DELAYED	40	N/A
Technology Recycling	Green project	County	2010 2 <sup>nd</sup> Qtr Cancelled	100	\$2 million
Project AG	Major agriculture processing & distribution	County	2011 4th Qtr-DELAYED	40	\$6 million
Project October	Manufacturing	County	2010 DELAYED	20 initially	\$2 million
Project Playtime	Mega mixed use project	County	2009 3 <sup>rd</sup> Qtr Under Review DELAYED	60	\$40 million
Gadsden County Correctional Institute	Expansion	Gretna	2008-09 DELAYED	TBD	TBD
Southside Expansion Business Park	Master site planning, expansion & business development to. Add 100,000 sq. ft.	Quincy	2009 DELAYED	N/A	\$2 million
Military Center	Army	Likely going to Leon County	2011	6	\$10 million
Higdon Furniture	Chapter 11 Workout	Quincy	N/A	N/A	N/A
V.A. National Cemetery	Cemetery	Leon	<b>LOST BID</b>	N/A	N/A
Project High	Leisure	Gadsden	2011- DELAYED	N/A	N/A

**\*Past 36 months Activity**

**\*Recent Hiring Activity:**

Quincy Joist

Gamboa Brothers, Inc.

GLF

Subcontractors

### Economic Development Support & Relationship Building Initiatives

Project Name	Description	Quantity (if applicable)
Small Business Service Center	Small Business Assistance	34 participants (see attached)
Economic Strategic Plan For County	Formulate a strategic plan in partnership with the Gadsden County Community Development Council and others utilizing input from local, regional and state stakeholders	
I-9 Immigration Audits	Administrative support/mediation efforts with WORKFORCE plus and local agricultural businesses (Homeland Security)	
UF-IFAS North Florida Research Center	Focus on bio-fuels, green technology & community based agriculture	
Florida's Great Northwest	Gadsden County building & site profiles	
Rural Broadband Initiative	Partnering with Opportunity Florida/County Government	

Farm Share Program	Partnering with Agriculture Producers and Food Banks	
Film & Commercial	Motion picture and television leads and inquiries	1
Access to Capital Program	Partnering with Banks, Finance Companies & Investors Venture Capital	
Business Roundtables	Guests: Congressman Southerland, US Senator Bill Nelson	
Non-Profit Support	Workshops with FSU/Jim Moran Institute regarding management Issues	
Brownfield	Assisted county on identifying sites	
Community Support	Toy Drive, Fan Drive, Blanket and Space Heater Drive	
Chattahoochee-Florida State Hospital	Assisting with efforts to prevent privatization of facility	
Go Gadsden Meeting	Dale Brill, President of Florida Chamber of Commerce Barney Bishop, Pres & CEO of Associated Industries of Florida Dave Hodges, Business Editor of Tallahassee Democrat Representatives of National Solar Power, LLC	
Field Trips	BASF, Quincy Joist, SuperValu (upcoming)	
Florida Rural Economic Development & Tourism Summit	Hosted March 2012 Summit	

## Statistical Information

### Labor Market Information-Job Data

The table below shows the number of job openings advertised online in Gadsden County, Florida on January 6, 2013.

Area	Job Openings
Gadsden County	221

### Labor Market Information - Area Wages

The average weekly wage for Gadsden County in 3<sup>rd</sup> Quarter 2012 was \$599. This would be equivalent to \$14.98 per hour or \$31,148 per year, assuming a 40-hour week worked the year around.

Here is a list of average weekly wage information for Gadsden County. These figures are for the 3<sup>rd</sup> Quarter 2012 time period.

Area	Average Weekly Wage
Gadsden County	\$599
Florida	\$799

*Source: FL Labor Market Statistics, Quarterly Census of Employment and Wages Program*

### Labor Market Information - Unemployment Rates

The total civilian labor force in Gadsden County for February 2013 was 19,484, of which 17,938 were employed and 1,546 were unemployed. The unemployment rate was 7.9 percent.

Here is the labor force, employment and unemployment information for Gadsden County. These figures are for the November 2012 time period. These figures are not seasonally adjusted.

Area	Civilian Labor Force	Number Employed	Number Unemployed	Unemployment Rate	Preliminary Data
Gadsden County	19,484	17,938	1,546	7.9%	Yes
Florida	9,357,000	8,653,000	704,000	7.5%	Yes
United States	154,727,000	142,228,000	12,500,000	8.1%	Yes

*Source: Labor Market Statistics, Local Area Unemployment Statistics Program*

### Labor Market Information - Industries

The total number of employees located in Gadsden County in 2<sup>nd</sup> Quarter 2012 was 13,016.

Here is a list of major industries in Gadsden County. These industry figures are for the 2<sup>nd</sup> Quarter, 2012 time period.

Industry Group	Establishments	Employees
Health Care and Social Assistance	59	2,658
Public Administration	54	1,320
Agriculture, Forestry, Fishing & Hunting	27	1,196
Retail Trade (44 & 45)	154	1,186
Manufacturing (31-33)	31	1,004
Construction	115	786
Admin., Support, Waste Mgmt, Remediation	44	661
Wholesale Trade	35	609
Accommodation and Food Services	58	534
Mining	9	229
Transportation and Warehousing (48 & 49)	23	222

Information	16	153
Other Services (except Public Admin.)	71	150
Finance and Insurance	20	147
Arts, Entertainment, and Recreation	11	141
Professional, Scientific & Technical Svc	40	141
Real Estate and Rental and Leasing	23	54
Education Services	Confidential	Confidential
Utilities	Confidential	Confidential
Management of Companies and Enterprises	Confidential	Confidential

*Source: FL Labor Market Statistics, Quarterly Census of Employment and Wages Program*

### Demographics-Population

The 2010 population of Gadsden County was estimated at 46,389. This represents a 2.89 percent increase from 2000.

Here is the most recent population information for Gadsden County. These figures are for the 2000-2010 time period.

Area	2000 Population	2010 Population	2000-2010 Percent Change
Gadsden County	45,087	46,389	2.89%
Florida	15,982,378	18,801,310	17.64%
United States	281,421,906	308,745,538	9.71%

*Source: Ofc. Of Economic & Demographic Research*

### Economics-Property Values

Here is the most recent property value information for Gadsden County.

Year	Tax Type	Property Value	Tax Rate per \$1,000
2009	Personal Property Tax	\$502,683,340	\$16.93
2009	Real Property Tax	\$2,888,395,447	\$16.93

*Source: Florida Department of Revenue*

### Economics-Taxes

Here is the tax information for Gadsden County. These figures are for the October 2010 time period.

Tax Type	Total Tax Revenue
Sales and use tax	\$1,272.573

*Source: Florida Department of Revenue*