

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

**AGENDA**

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

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**Invocation, Pledge of Allegiance and Roll Call**

Invocation  
Pledge of Allegiance

**Amendments and Approval of Agenda**

**Awards, Presentations and Appearances**

1. Gadsden County 4-H Saddle Club Recognition of State 4-H Horse Show Participants  
(Dr. Henry Grant, County Extension Director)

**Clerk of Courts**

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

**Consent**

3. Approval of Minutes:
  - A. July 2, 2013 Regular Meeting
  - B. July 16, 2013 Regular Meeting
4. Ratification of Approval to Pay County Bills
5. Approval of eGov Strategies to Redesign the County's Website  
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator / Kembre Jackson, IT Operations Manager)
6. Approval of Resolution 2013-014 in Support of the Allocation of Adequate Funding From the 2013 Legislative Appropriation to the Riparian County Stakeholder Coalition (RCSC)  
(Robert Presnell, County Administrator)

7. Approval of the Revised Volunteer Fire Department Interlocal Fire and Rescue Service Agreements  
(Robert Presnell, County Administrator/ Thomas Baker, EMS Chief/ Andre Walker, Fire Coordinator / Paramedic)
8. Approval of the State Housing Initiative Partnership (SHIP) Annual Report and Authorization for BOCC Chairman to Execute  
(Robert Presnell, County Administrator/ Phyllis R. Moore, SHIP Administrator)
9. Approval to Pursue Option For Securing A New EMS Facility  
(Robert Presnell, County Administrator/ Thomas Baker, EMS Chief)

### **Items Pulled for Discussion**

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

### **Public Hearings**

10. Consideration of Resolution 2013-013 to Name An Un-named Creek “Lewis Creek” As Requested By Lewis A. Ward And As Required By the U.S. Board of Geographic Names.  
(Robert Presnell, County Administrator / Jill Jeglie, Interim Planning & Community Development Director)

### **General Business**

11. Privatization of Mowing Services Pilot Project – District 5  
(Robert Presnell, County Administrator / Curtis Young, Interim Public Works Director)
12. Approval For The Gadsden County Sheriff’s Office Emergency Management Department to Apply For Federal Grant#14-FG- \_\_\_-02-30-01-087 And The State Portion of the Emergency Management Performance Grant #13-BG- \_\_\_02-30-01-020.  
(Robert Presnell, County Administrator / Morris A. Young, Gadsden County Sheriff / Major Shawn Wood, Emergency Management Director)

### **County Administrator**

13. Update on Board Requests

### **County Attorney**

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

### **Discussion Items by Commissioners**

15. 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**

- 16.
- A. Gadsden County Chamber of Commerce AMENDED Economic Development Report (June 2013)
  - B. July 16, 2013 Letter from City of Quincy Fire Chief (Review of the Spray Quimica Project)
  - C. July 16, 2013 Letter from Florida Department of Health (EMS County Grant Funds)
  - D. July 18, 2013 Letter from FDLE (Increase in County JAG Funds/New Deadline)
  - E. July 19, 2013 Letter from Florida Department of Health (Gadsden County Health Department Report of Activities & Expenditures for 10/1/12-06/30/13)

### **August Meeting(s)**

- August 20, 2013 (Regular Meeting at 6:00pm)
- August 22, 2013 (Budget Workshop at 4:00pm)

**AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON JULY 2, 2013 AT 6:00 P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:**

Present: Doug Croley, Chair-District 2  
 Eric Hinson, Vice-Chair-District 1  
 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 6:01 p.m. and opened the meeting with a prayer and the pledge of allegiance to the U.S. Flag. A silent roll call was taken by the Deputy Clerk.

**AMENDMENTS AND APPROVAL OF AGENDA**

The following amendment was made to the agenda at the request of the County Administrator:

- Add 8a - A Resolution Authorizing the City of Chattahoochee's Participation in the Florida Main Street Program

**UPON MOTION OF COMMISSIONER MORGAN AND SECOND BY COMMISSIONER TAYLOR THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE AGENDA AS AMENDED.**

**AWARDS, PRESENTATIONS AND APPEARANCES**

There were no awards, presentations or appearances.

**CLERK OF COURTS**

**1. County Finance and County Clerk Issues**

Clerk Thomas addressed the Board concerning the new retirement rates that took effect recently. Commissioner Holt said she could not retire again so she saved the County money. Chair Croley pointed out that would add an additional cost to the County overall for not only the Board but also for the Clerk, the judges, all other constitutional officers along with the high-risk officers.

**CONSENT**

Commissioner Morgan asked to pull Item 8a to make a quick comment.

**UPON MOTION OF COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE AGENDA TO-WIT: Items 2 through 8.**

**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)**
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**
6. **Approval of Public Works Mosquito Control Budget FY 2013-2014**
7. **Approval of the Workforce Plus 2012 and 2011 Audit and 2013-14 Proposed Budget**
8. **Request Approval of Grant Funds from The Department of Elder Affairs and the Increase to the 2012-13 Law Enforcement Appropriation for Keeping Seniors Safe (KISS) Program**

**ITEMS PULLED FOR DISCUSSION**

**8a. A Resolution Authorizing the City of Chattahoochee's Participation in the Florida Main Street Program**

Commissioner Morgan wanted to introduce Pamela Medley to the Board and stated she had been instrumental in spearheading the participation of many of the citizens to enroll in the Main Street program.

**UPON MOTION OF COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HOLT THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE ITEM 8A.**

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

**Ms. Paisley Pryor, 352 Ashton Court, Quincy, FL** appeared before the Board and said this was a follow-up from the last meeting when she appeared before the Board concerning misuse of land use in her neighborhood. Chair Croley asked Mr. Presnell to give everyone an update regarding the situation. Mr. Presnell stated shortly after the last meeting, they met with several citizens in the neighborhood and discovered a number of things; some time back the landowner did come in and pulled an electrical permit and represented that the land would be used for a practice field for soccer. They went out during one of the events and observed the activities and learned it has grown into something more than what was represented by the landowner. Mr. Presnell stated while recreation was allowed in all three AG land uses, he read from the Gadsden County Land Development Code, Subsection 5611(g)5 Access to Residential Lots and stated that it clearly identified that would require a Type II review. He added that the soccer matches have grown into something more than what was initially represented from the landowner in the Type I review.

Chair Croley stated the Board would not entertain questions at this time and this would be brought up for further decision and things were moving forward.

Commissioner Holt cautioned the Board that under Citizens Requesting to Be Heard, they were not to have presentations and if there were, both sides should be contacted before that was done.

**PUBLIC HEARINGS**

**9. Public Hearing-Request to Use Law Enforcement Educational Funds (LEEF) for the Rural County Summit Training**

Morris Young, Sheriff

Mr. Presnell introduced item and stated this was a request from the Sheriff's Office to use \$10,000 in LEEF (Law Enforcement Educational Funds) funding that is on account with the Clerk's office to be used for the 2<sup>nd</sup> Annual Rural County Summit they would be hosting and the money would cover the cost of the registration, facility and travel for various speakers.

**Major Shawn Wood, Gadsden County Sheriff's Department**, appeared before the Board and stated this was a safety summit and stated there were a number of speakers attending and what was significant was the scheduled speakers were coming from the Newtown Police Department and Dell County Sheriff's Office and were from small towns such as ours. He added that the State had given \$6,000 to help cover some of the expenses toward the summit.

Chair Croley called for public comments and there were none.

**UPON MOTION OF COMMISSIONER HINSON AND SECOND BY COMMISSIONER HOLT THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THIS ITEM.**

**GENERAL BUSINESS**

**10. Privatization of Mowing Services Pilot Project – District 5**

Robert Presnell, County Administrator/Curtis Young, Interim Public Works Director

Mr. Presnell introduced the item and stated they were proposing to take bids on privatization of roadside mowing services in District 5 to see if it made a difference having a smaller acreage to mow and see if local bids could be procured.

Commissioner Morgan asked what the overall objective was.

Mr. Presnell stated this was a cost saving measure, to see if doing this on a smaller scale would generate more interest and added in the past when bids were asked for a county-wide mowing service, there was little interest and the bids were too high.

Commissioner Morgan said he was looking to improve the quality of the mowing services.

Mr. Presnell stated the four tractors could not get around the county any faster than approximately six weeks. He added, if the Board approved this, he hoped to get some competitive bids for that district; he would then use the four tractors for the other districts. He also stated he hoped to see substantial savings and he was asking for permission to "test the waters".

Commissioner Holt asked if someone was doing this and what the numbers looked like and stated she was against privatization and was not for it without the data.

There was further discussion by the Board. For more information concerning Board discussion, please go to the Clerk's website at [www.gadsdenclerk.com](http://www.gadsdenclerk.com) to view the audio/video recording.

**UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY CHAIR CROLEY, BEFORE VOTE COULD BE CALLED COMMISSIONER HOLT CALLED FOR DISCUSSION.**

There was more Board discussion.

**THE BOARD VOTED 4-1 BY VOICE VOTE TO APPROVE THE ITEM. COMMISSIONER HINSON OPPOSED.**

**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

Mr. Presnell introduced Item 11 and stated it was a request by Emergency Management to apply for a grant for emergency management training.

**UPON MOTION OF COMMISSIONER HINSON AND SECOND BY COMMISSIONER MORGAN THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.**

**12. Approval of Volunteer Fire Department Interlocal Fire and Rescue Service Agreements**

Interlocal Fire and Rescue Service Agreements between Gadsden County, FL and Concord, Chattahoochee, Greensboro, Gretna, Havana, Mt. Pleasant, Robertsville/St. John, Sycamore and Wetumpka Volunteer Fire Departments.

Mr. Presnell introduced the above item and stated it was for approval of the volunteer fire departments' Interlocal Agreement that was expiring on September 30<sup>th</sup> this year and included all of the departments with the exception of Midway. Midway's City Manager informed the County Administrator that their Board would be approving the item at their next meeting and it would then be brought back to the Board at a later date.

Mr. Weiss had comments concerning the agreements and thought there were some issues that needed to be looked into further.

Commissioner Morgan asked the reason for the change in the length of the contracts from two years to three years and if they needed to wait to approve Midway, why approve any of the contracts tonight?

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

There was discussion among the Board.

**THE BOARD VOTED 5-0 BY VOICE VOTE TO TABLE THIS ITEM.**

**13. Award of Construction for the Local Program Project-Florida Department of Transportation-Salem Road (CR 159)**

Mr. Presnell introduced the item and stated it was for approval to award the LAP project for to Peavy and Son Construction for the widening and resurfacing of Salem Road.

**UPON MOTION OF COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THE ITEM.**

**COUNTY ADMINISTRATOR**

**14. UPDATE ON BOARD REQUESTS**

Mr. Presnell stated he had a few updates:

**Audit**

During the auditing process, the auditors had some concerns with EMS and their handling of the monies and those issues have been addressed and corrected. He also informed the Board that the other concern the auditors had regarding the plan for disaster recovery with IT would be brought before the Board at their next meeting.

**Budget Workshop**

He reminded the Board of the Budget workshop that was scheduled for July 25<sup>th</sup>.

Commissioner Taylor stated she saw that the citizens stayed concerning the soccer field issue and thought that it needed to be addressed quickly to bring resolution for the neighbors.

Chair Croley stated that he was aware that the Board needed to allow the Administrator to determine what action he was going to take and he wanted him to explain the situation while the majority of the people were present in case they wished to leave the meeting earlier.

Commissioner Holt stated that in a public meeting, issues cannot be discussed without everyone having an opportunity to be present. She also mentioned that regarding the mowing issue, she had seen on some of the home network television shows that some people were looking into a shorter growing grass to help cut down on the mowing season and asked the Administrator to look into that.

Commissioner Morgan applauded Mr. Presnell in his cost saving efforts and asked that when the mowing item was brought back, to please include details as to where they were currently and what was hoped to be achieved. He then spoke on the issues concerning the landowner and upset neighborhood and said if he lived there, he would want to know when the problem would be resolved.

Mr. Presnell said that all options were being looked into.

Chair Croley stated that while on the issue of the questionable recreation going on in that neighborhood, he was hearing from the commission that they wanted to make sure that a timely decision was made. He then asked the Administrator of the status of the locks at jail.

Mr. Presnell informed the Board that the mandatory walk through for potential bidders was scheduled for the next week.

**COUNTY ATTORNEY**

**15. UPDATE ON VARIOUS LEGAL ISSUES**

Mr. Weiss stated the only item he had was for the Board to recess at this time for a private attorney-client session regarding pending litigation.

**16. RECESS BOCC MEETING AND RECONVENE FOR A PRIVATE ATTORNEY-CLIENT SESSION**

Sumos Uno, Inc. v. City of Midway, FL and Gadsden County, FL

**17. RECONVENE THE BOCC MEETING**

Chair Croley called the Meeting to order and the meeting was reconvened.

**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 Taylor stated they had been asking for a streamline process to brand this county and let everyone know that it only took a couple of steps for someone to bring their business to Gadsden County.

Mr. Presnell informed the Board that this would need to be work shopped because they were running into roadblocks.

**Citizens Bill of Rights**

She stated she was being told by developers that this was hurting the County and that it certainly had not helped and it was her opinion it was running businesses away and she was concerned.

**UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT TO HAVE STAFF LOOK INTO THIS AND BRING THE MATTER BEFORE A JUDGE TO HELP THEM, BEFORE THE VOTE WAS TAKEN, CHAIR CROLEY CALLED FOR DISCUSSION.**

There was discussion among the Board.

**CHAIR CROLEY CALLED FOR THE VOTE, THE BOARD VOTED 3-2 BY VOICE VOTE. MOTION FAILED.**

**COMMISSIONER HOLT-DISTRICT 4**

**Economic Development**

Commissioner Holt stated that economic development was very important and it must be addressed at every meeting to see if changes could be made and another option would be for the citizens to bring a lawsuit instead of the Commissioners to change the Bill of Rights. She said she really wanted to see if their Planning and Zoning Board could have workshops to try to bring in economic development.

**UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON TO PLAN WORKSHOPS FOR PLANNING AND ZONING, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THIS.**

**Grant Writer**

She stated that the engineering company had mentioned that they had a grant writer and could the grant writer look at different grants that might be available and, if so, she would like to have a report back from the group as to what was out there.

**COMMISSIONER MORGAN-DISTRICT 3**

Commissioner Morgan stated there were two departments without department heads at this time and asked Mr. Presnell what his intentions were regarding that.

Mr. Presnell stated he would not recommend doing anything regarding that until after the budget was completed.

**UPON MOTION OF COMMISSIONER MORGAN AND SECOND BY CHAIR CROLEY TO LOOK FURTHER AT THE PRIVATIZATION OF COUNTY PROBATION SERVICES, THE BOARD VOTED 3-2 BY VOICE VOTE. COMMISSIONERS HOLT, TAYLOR AND HINSON OPPOSED. MOTION FAILED.**

**COMMISSIONER HINSON, VICE CHAIRMAN-DISTRICT 2**

Commissioner Hinson asked if there was anyway the Board could advertise for a director of public works now and added he would like to see a permanent person in that position.

He further added he was at a meeting with the Superintendent on the collaboration of Havana Elementary School merging with Havana Middle School and as they discussed the merge and in talking with some of the constituents, it was mentioned about the County taking charge of the school to promote economic development.

Mr. Presnell asked if he wanted him to engage the superintendent about acquiring the elementary school for \$1.00.

Commissioner Hinson added that this was an awesome board, thanked everyone; he told Mr. Presnell he had heard compliments regarding his staff and thanked him for everything and thanked the Deputy Clerk.

**COMMISSIONER CROLEY, CHAIRMAN-DISTRICT 1**

**Budget Workshop**

Chair Croley mentioned the Budget workshop scheduled for July 25<sup>th</sup> and asked the Commission if they would consider moving it to the next week because he and Commissioner Hinson would be out of town at the National Counties conference.

**UPON MOTION OF CHAIR CROLEY AND SECOND BY COMMISSIONER TAYLOR TO SCHEDULE A PLANNING AND ZONING WORKSHOP FOR AUGUST 1<sup>ST</sup>, THE BOARD VOTED 5-0 BY VOICE VOTE TO APPROVE THIS.**

**CRTPA Meeting**

He said they continually meet with success for funding projects for lights and improvements at the interchanges and the bridge situation and things were very positive about getting help.

**Health Insurance**

He had a question regarding the health insurance and stated that last year due to questions being asked, the Board saved \$184,000. He said his next question was with the health insurance proposal and asked what CHP was proposing.

Mr. Presnell said the current plan was a 6% increase of \$138,000 if kept at the same level.

Chair Croley said there needed to be more options presented at the upcoming budget workshop.

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

Chair Croley asked Mr. Presnell to look at costs of paying full coverage for the employee and let the employee pay for their dependents and asked him to have that information available for the next budget meeting.

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

#### **FAC Conference**

He discussed the FAC conference and mentioned the economic development meeting that he and Commissioner Taylor attended, and one thing that was needed is a site supportive of future development, preferably where there are two railroads coming together with utilities necessary to support it to be a site for future economic development ready to go.

#### **P&Z**

He then discussed the process of Planning and Zoning and stated it was advisory. He stated the needed to look at the fees closely and maybe reduce them and felt like they were sometimes too high for what citizens were applying for. He also mentioned they needed to streamline the process so when the citizens made the applications, it was a well laid out track. He felt that it was too cumbersome and needed to make it more user friendly. He added having the three things in place, to-wit: checking fees, proper site plan, making the process more user friendly would streamline the process.

In closing, he added that he was going to mimic what Commissioner Hinson had said earlier in that he appreciated everyone here.

#### **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, 4:00 p.m.

Gadsden County Board of County Commissioners  
July 2, 2013 – Regular Meeting

**MOTION TO ADJOURN**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 9:14 P.M.**

**GADSDEN COUNTY, FLORIDA**

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**DOUGLAS M. CROLEY, Chair**

**ATTEST:**

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**Marcella Blocker, Deputy Clerk**

**AT A REGULAR MEETING OF THE BOARD OF COUNTY  
COMMISSIONERS HELD IN AND FOR GADSDEN  
COUNTY, FLORIDA ON JULY 16, 2013, AT 6:00 P.M.,  
THE FOLLOWING PROCEEDING WAS HAD, VIZ:**

Present: Doug Croley-District 2, Chair  
Eric Hinson-District 1, Vice Chair  
Gene Morgan-District 3  
Brenda Holt-District 4 (arrived late)  
Sherrie Taylor-District 5 (arrived late)  
Nicholas Thomas, Clerk of Court  
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 6:02 p.m. and asked everyone to stand for the prayer and the pledge of allegiance to the U. S. Flag. A silent roll call was done by Marcella Blocker, Deputy Clerk.

**AMENDMENTS AND APPROVAL OF AGENDA**

Chair Croley asked if there were any amendments or additions to the agenda. Mr. Presnell said he would like to add Item 14a to the agenda:

- Request Approval of Shawn Wood as the Emergency Management Director

**UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 3-0 TO APPROVE THE AGENDA AS AMENDED.**

**AWARDS, PRESENTATIONS AND APPEARANCES**

**1. 2013 Legislative Consultant Report**

Mr. Presnell introduced the above item and said Mr. Doolin, the County's legislative consultant, was present to give the Board an update on actions of the Florida 2013 Legislature.

**Chris Doolin, Christian B. Doolin and Associates**, appeared before the board to give an end of session report. He reported that Senator Montford and Representative Williams were accessible, supportive and did everything asked of them and more. He also informed the Board that both leaders would be receiving special recognition for the leadership efforts from the Small County Coalition. He handed out literature that showed an overview of the Gadsden County Priorities-actions that impacted Gadsden County and local government legislation, bill summaries, relative funding and a set of vetoes that impacted small counties.

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

Mr. Doolin said Gadsden County receives substantial funding from the State in terms of revenue sharing, fiscally constraint funding and grant programs, over \$6 Million. He added there was a

change in the Medicaid formula County Cost Share. He explained the cost share has been based on what residents in Gadsden County use and that it will change over the next seven (7) years to the number of County residents that are enrolled in Medicaid programs. He told the Board if there was no change, their share would increase approximately 50% over what is currently paid, which is \$600,000 and seven years down the road, the County will be paying \$1.1 Million. He said there will be a 24% increase in the State program and an 89% increase in Gadsden County strictly based on the formula change.

## **CLERK OF COURTS**

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

Clerk Thomas introduced Rhonda Woodward as the newest member of the financial staff, told the Board she was a certified Public Accountant and a certified government financial manager.

Mrs. Woodward told the Board she appreciated the opportunity and she was delighted to spend the rest of her years with the State of Florida and Gadsden County and be close to home so she would be able to participate in community events and be more a part of her Church and family and thanked them for the opportunity.

## **CONSENT**

**UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 TO APPROVE THE CONSENT AGENDA AS PRINTED. (ITEMS 3-6)**

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

-May 23, 2013 Budget Workshop

### **4. Ratification of Approval to Pay County Bills**

### **5. Approval of Local Agency Program (LAP) Supplemental Agreement for Shady Rest Road Paved Shoulders Project**

### **6. Approval of an Information Technology (IT) Disaster Recovery Plan for The Gadsden County Board of County Commissioners**

## **ITEMS PULLED FOR DISCUSSION**

## **CITIZENS REQUESTING TO BE HEARD**

**Sam Palmer, 1225 Berry Street, Quincy, FL**, appeared before the Board concerning the Citizens Bill of Rights. He stated he was representing himself along with a group of citizens that had expressed concerns regarding the Bill of Rights and asked that it be addressed again. He asked if the Commission could not get together and deal with the Bill of Rights, to allow the citizens have an opportunity to deal with it themselves by putting it on the ballot at the next election.

**Auburn Ford, City Manager of Midway, 95 Rozena Loop, Havana, FL**, appeared before the Board concerning the EMT truck that was promised to the City of Midway and he wanted to remind the Board of the previous commitment made by them.

**Anthony Thomas, 159 Strong Road, Quincy, FL**, he said he was piggy-backing Mr. Palmer's request that the Commissioners address the Citizens Bill of Rights. He stated if he wanted to do anything, i.e., go to movies, go swimming, go skating, get a job, he has to go to Tallahassee and didn't think the Commissioners has served the citizens well. He said that the Commissioners had an opportunity if they would reach closure to make this a fantastic place to stay and asked that everyone come together to make Gadsden County a better place to live and work.

**Michael Dorian, 145 Alligator Run, Quincy, FL**, represented Gadsden United and Company, appeared before the Board and stated they thought the Citizen Bill of Rights needed to be kept, while it might need to be improved, re-worded and updated. He stated there was no State oversight because the Department of Community Affairs have been stripped and no longer existed.

**Joanie Bradwell, 644 George Street, Quincy, FL**, she appeared before the Board and stated she had applied for a position as Special Coordinator and was told that the position was closed, but was informed by Lonyell Black the job had not closed and would be advertised. She stated she made more money that the job paid, but after looking at the job description, she decided to apply for it. She stated while she was well qualified, she never was afforded an opportunity to interview for the position. She stated she called Ms. Black to inquire the status of the application process and added the reason she called was several people had told her that she "would not get an interview ...because Ms. Black handles HR the way she likes to and for whatever reason you probably won't get an interview". When she inquired of Mr. Lawson why she was not afforded the opportunity to interview, she was told it was not because she was not qualified, but the County Manager was looking for something specific. She appeared before the Board to inquire as to what "specific" they were looking for to fill that position and also there were other instances that had occurred that has happened in HR. She stated it seemed to her that HR had a "beast that was running rampantly in HR that's doing things the way that she wants to do and I'm aware of lawsuits that, in the past, that has happened here for the County and if the beast isn't contained, there's going to be more lawsuits."

## **PUBLIC HEARINGS**

### **7. Board Approval of SunTrust Bank's Loan Proposal and Ordinance 2013-007 to Refinance the Balance of the County's \$8,850,000 2003 Gas Tax Loan Currently with The Florida League of Cities**

Mr. Presnell introduced the above item and stated they were seeking Board approval for refinancing of the balance of the County's Gas Tax Loan.

**Jim Gollahon, Gollahon Financial Services**, appeared before the Board and stated there were a few requirements that had been negotiated he wanted to mention for the record:

- Default rate if payments not made would escalate from 1.44% to 18% and added that was unlikely to happen because the debt had been paid on for 10 years;
- If the loan at a future date is no longer bank qualified, which is special designation under the lax law, the rate would escalate from 1.44% to 2.21% and that was unlikely to happen. Bond counsel gave their opinion it was bank qualified.

- The bank wanted a waiver of a jury trial if it came up in a litigation process so it would be arbitration and not a jury trial.

Mr. Gollahon added that the savings over the next five years and four months would be \$381,000 or \$71,000 for each year. He said including this amount with the amount saved on the hospital loan refinancing in February was a little over \$1.9 Million plus with these 2 loans, the County saved about \$2.3 Million.

Chair Croley asked the amount of the closing costs.

Chair Croley asked if there were any citizens who wished to speak for or against the item.

Mr. Gollahon explained the savings were after the closing costs had been paid and the net savings were \$381,000 after the closing costs and the total closing costs was \$42,028.00.

Chair Croley called for any comments from the public and there was none. He explained that, for the record, this was refinancing the existing transportation bond and taking advantage of the lower interest rate to be paid out over the next five years and save \$381,012 of the taxpayers' money.

Commissioner Holt asked if there was anything that would cause them to not qualify.

Mr. Gollahon said that was a lawyers' call on that, but under the tax law, if less than \$10 Million was issued in a calendar year, the bank provides an additional incentive for a bank to buy this loan and that way why it's called "bank qualified".

Commissioner Morgan stated for the public's knowledge, this was a fixed interest rate.

Chair Croley asked him to break down the closing costs.

Mrs. Minnis stated for the record a correction in the numbering of the Ordinance and stated it should be 2013-007.

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 TO APPROVE THE LOAN PROPOSAL.**

**8. Consideration and Approval/Denial of Sicamu, Inc. (Spray Quimica) Site Plan and New Use Request in Industrial Land Use District (SE-2013-002)**

Mr. Presnell introduced the above item and stated this was for approval or denial of Sicamu, Inc., to re-use a site in an industrial category which would require a Type II level review and the Citizens Bill of Rights meeting had been held on June 16, 2013 and this has been through Planning and Zoning and was before the Board for their consideration.

Chair Croley asked if there were any citizens who wished to speak for or against the item.

**Michael Dorian** appeared before the Board with questions. He asked if the "red signs" were posted before the meeting.

**Jill Jeglie, Interim Planning and Community Development Director**, stated signs were posted and could have been knocked down before the planning meeting so another one was posted 7-8 days prior to the meeting.

Mr. Dorian stated a citizen noted signs were **NOT** posted and he asked that this item be taken back to Planning and Zoning and correct notification given to the citizens. He added that notification was given to the surrounding property owners but not given to people that work in the medical facilities.

Ms. Jeglie stated they had notified all property owners according to state statutes and Gadsden County Ordinances, but they had no way of obtaining names of who lived in the assisted living facility temporarily so statute requirements had been met.

**Karen Bass, 407 E. 9<sup>th</sup> Avenue, Havana, FL**, appeared before the Board representing the company and stated she was available for any questions there might be.

Commissioner Taylor said her position had not changed concerning the aerosol company and having the chemicals in that area concerned her.

Commissioner Holt stated Mr. Dorian brought up a very good point with the residents in the apartments, she liked the idea of jobs, but they needed to consider the residents that lived in the area.

Commissioner Morgan stated there seemed to be two issues:

- proper notification of the meeting;
- potential safety concerns.

Ms. Jeglie said the only question was if Mr. Matheny had posted a sign prior to the Planning Commission meeting and added she was not certain, there had been bad weather. She added they had received a call the sign was not posted prior to the meeting and the sign was re-posted approximately a week ago.

Mr. Morgan stated there seemed to be some ambiguity on the issue of proper notification. He added there seemed to be safety concerns that may or may not be legitimate and said, "There is no industry located in our county presently nor is there any industry that will ever come to our County that is going to be void of any type of risks. It's just a matter of measuring that and doing everything that you can possibly do to minimize and overcome that." He stated there was a prior business that was located at that site and they made every effort to make sure there was a buffer between that business and what was then the hospital and now was the Emergency Center.

Chair Croley asked Mr. Presnell if the matter was properly noticed with the sign postings.

Mr. Presnell stated he could not comment as to what Mr. Matheny had or had not done while in the County's employ.

Commissioner Taylor commented Ms. Jeglie stated the Florida Statutes and her responsibility

was to notify the property owners, but there were 4 nice sized complexes in the area that have not been properly notified. She asked that it be sent back to Planning and Zoning to be properly noticed.

Chair Croley spoke on the Citizens Bill of Rights and added it was intended to provide good notification to the community and said Commissioner Taylor raised a good point with the notification. He asked who was responsible for notification of the meeting.

Ms. Bass stepped forward to explain the steps taken to properly notify the surrounding residents of the upcoming meeting and explained she had copies of everything that was done, notification sent to property owners (130 letters) and legal ads placed in three newspapers.

**Chief Scott Haire, City of Quincy Fire Chief and Fire Marshall**, appeared before the Board and stated he had concerns as well when he heard about the proposed business and read into the record a portion of his report.

“I met with Mr. Pons on June 27, 2013 and as reported in the Planning Commission meeting that evening, Mr. Pons assured all involved that he was following all FPA codes and standards, as well as other State, Federal and local ordinances and statutes. I wanted that assurance from him that if he locates this plant in this location, all codes were followed. I prepared a list of questions for Mr. Pons regarding Spray Química, and he answered all my concerns satisfactorily...”

Chief Haire stated that a lot of his issues had been addressed by Mr. Pons and with the assurance of the proposed safety plan, he saw no problem. He then read a letter addressed to the County Commission. (Letter is attached.)

Commissioner Hinson asked if the Health Department had been contacted.

Mr. Presnell stated if the Board approved this, they would have to come in and apply for the permit, what the Board was seeing was conceptual plans.

Commissioner Taylor asked if Planning and Zoning committee had voted and approved this request and had several questions she asked of Chief Haire and Ms. Jeglie. She stated as bad as the area needed jobs, it was her opinion that this go back to Planning and Zoning.

Commissioner Holt stated her main concern was the location. She stated the volatility of the chemicals had to be looked at in case there was an explosion and if there was, where would the people in the area go.

**Ed Allen, Planning and Zoning member**, appeared before the Board and said according to the Citizen Bill of Rights there was to be two citizens meetings and to date there had only been one meeting held. He told Commissioner Taylor that the Planning and Zoning Board relied on the Fire Chief's expertise regarding the matter and he asked if the gas house was separated and they were assured by the owner that it was a separate building.

Commissioner Morgan asked the board members if they would be opposed if, for instance:

- a mining operation such as BASF, wanted to come to Gadsden County if they would be for or against it, among other different employers that are currently in the county;
- They are talking about adding over \$1 Million in payroll in the County with 30 jobs earning just over \$35,000/year.

Commissioner Morgan stated while he thought the notification issue needed to be dealt with, if this was an industry that the Board was not in favor of, why put everyone through the process again just to come back before the Board and have it denied.

Chair Croley said they would need to draw the discussion to a close.

**David Gardner, Gadsden County Chamber of Commerce**, appeared before the Board and stated regarding the issue if it had been properly noticed, they certainly wanted to follow proper procedures and added concerning the safety issues, he thought they had been addressed by the owner and the fire chief.

Mr. Dorian asked to respond to some of the comments made and said there were plenty of industrial sites available in the area that would not be next to neighborhoods.

Commissioner Hinson stated there was a commissioner that felt uneasy about this being in her district and he respected that and in talking with the County Administrator, he said those issues would be addressed and before he approved it, he stated he was only for it now to move the process forward.

Mr. Presnell informed the Board that the vote tonight required a super majority vote.

Commissioner Taylor asked if this could be tabled, be properly noticed, get some conceptual ideas into the plans.

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT TO TABLE THE MATTER FOR READVERTISEMENT AND RENOTIFICATION, BEFORE THE VOTE WAS TAKEN THERE WAS DISCUSSION AMONG THE BOARD.**

Ms. Jeglie said her understanding was it could be remanded back to the Planning and Zoning.

Ms. Minnis asked to amend the motion.

Commissioner Taylor withdrew her motion and Commissioner Holt withdrew her second.

**UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 TO REMAND THE ITEM BACK TO PLANNING AND ZONING FOR PROPER STEPS TO BE TAKEN.**

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

**9. Final Reading-Request to Adopt by Ordinance Comprehensive Plan Text Amendments to Policy 1.1.5(B) Rural Residential and Policy 1.1.5(C) Agricultural- (CPA-2013-01)**

Mr. Presnell introduced the above item and stated this was the final hearing and pertained to clarifying and updating the Gadsden County Comprehensive Plan.

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

Mrs. Minnis corrected the Ordinance Number to 2013-008 for the record.

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 TO APPROVE THE ADOPTION OF THE ORDINANCE.**

**GENERAL BUSINESS**

**10. Approval to Sell Three Stryker Cribs to Capital Regional Medical Center**

Mr. Presnell introduced the above item and stated was for approval to sell three beds.

**UPON MOTION BY COMMISSIONER MORGAN AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 5-0 TO APPROVE THIS MATTER.**

**11. Request Board Approval to Award Bid No. 13-05 For The Partial Reroof at The Gadsden County Courthouse and Authorize the Chairman to Execute the Contract and Request Board Approval for the Additional Interior Renovations and 3<sup>rd</sup> Floor Renovations**

Mr. Presnell introduced the above item and explained the reason for the renovations being separated was to be able to bid the jobs out to local bidders.

Commissioner Taylor stated she had concerns with the difference in the bid amounts and stated she would not support change orders.

Commissioner Hinson asked if the jobs were advertised in the newspapers.

Commissioner Morgan asked if the attorney had any concerns with the way the jobs had been bid out.

Commissioner Holt stated she would like the jobs put out there.

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 TO APPROVE THIS MATTER.**

**12. Approval of the Construction, Engineering and Inspection Services to Reynolds, Smith & Hills CS, Inc. for the Local Agency Program Project-Florida Department of Transportation-Salem Road (C.R. 159)**

Mr. Presnell introduced the above item and stated this was for Board approval of the agreement for the construction, engineering and inspection services to Reynolds, Smith & Hills, CS, Inc. for the LAP grant from DOT for the Salem Road project.

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 5-0 TO APPROVE THIS MATTER.**

**13. Approval of Millage Rate for TRIM Notification and Set the Date, Time and Place for the Public**

**Hearings to Adopt the Fiscal Year 2013-14 Gadsden County Budget**

Mr. Presnell introduced the above item and stated this was for approval of the millage rate for the TRIM notification and he explained the millage rate was staying the same.

**UPON MOTION BY COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER MORGAN, THE BOARD VOTED 4-1 TO APPROVE THIS MATTER. COMMISSIONER HOLT OPPOSED.**

**14. Discussion of the Emergency Management Inter-Local Agreement between The Gadsden County Sheriff's Office and Gadsden County Board of County Commissioners**

Mr. Presnell introduced the above item and stated this was for discussion and overview of the emergency management inter-local agreement between the Gadsden County Sheriff's Office and the Gadsden County Board of County Commissioners that was recently approved on April 16, 2013.

**MAJOR SHAWN WOOD, 312 Marion Street, Chattahoochee, FL** appeared before the Board to answer questions that the Commissioners had.

Commissioner Hinson stated he had recently attended the Emergency Management conference and discussed issues from the conference.

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

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

Chair Croley stated the main thing they were attempting was to get the emergency management plan done.

Commissioner Taylor stated she could not remember what changes were made and what issues held this up for so long.

Ms. Minnis said the entire agreement was a new product.

Commissioner Morgan said Major Wood had commented about having a healthy fund budget for local disasters.

**14a Request Approval of Shawn Wood as the Emergency Management Director**

Mr. Presnell introduced the above item and stated this was to request approval of Shawn Wood as the Emergency Management Director pursuant to section 3(ii) of the interlocal agreement between the County and the Sheriff's Office.

Commissioner Taylor gave Major Wood different emergency scenarios and asked him to give steps from his training to ensure safety of the citizens.

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-1 TO APPROVE THIS MATTER. COMMISSIONER TAYLOR OPPOSED.**

**15. Approval and Execution of Resolution 2013-012 and a Subscription Agreement Granting Florida PACE Funding Agency the Authority to Offer Voluntary Financing to Gadsden County**

**Property Owners for Qualifying Improvements to their Home or Business**

Mr. Presnell introduced the above item and said it was for Board approval of Resolution 2013-012 and for the execution of a Subscription Agreement granting the Florida PACE Funding Agency to offer voluntary financing opportunities to property owners for qualifying improvements to their home or business.

**David Ash, representing SAIC (a third party administrator), Mark Lawson, Esquire, (special Counsel) and Lisa Miller (a former Deputy Insurance Commissioner), representing PACE,** appeared before the Board to answer questions the Board might have.

Commissioner Taylor said she had problems because if they gave PACE the ok to go further, they had no input over the matter and had no way to protect the citizens.

Commissioner Morgan asked why penalize a good number of people in the community who are responsible, tax-paying citizens because there might be some that are irresponsible and said this program could benefit a lot of citizens that live in older homes.

There was discussion among the Board concerning the pros and cons of the program.

Mr. Lawson and Mr. Ash addressed questions the Board had and stated people who were eligible for this program were people who were responsible and had paid their bills and the maximum amount that could be borrowed against the property was 20% of the assessed value of the property. He added this was not just for residential and added the initial project funding would only be available for commercial and jumbo or non-conforming loans.

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

Commissioner Hinson asked if this was available for residential loans at this time.

Mr. Lawson stated the funding was not available immediately, only for non-conforming and commercial at this time.

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

**COMMISSIONER MORGAN MADE A MOTION TO APPROVE, MOTION DIED FOR LACK OF SECOND.**

**UPON MOTION BY COMMISSIONER HINSON AND SECOND BY COMMISSIONER HOLT FOR COMMERCIAL AND JUMBO LOAN PROJECTS ONLY, THE BOARD 4-1 VOTED TO APPROVE THIS MATTER. COMMISSIONER TAYLOR OPPOSED.**

**COUNTY ADMINISTRATOR**

**16. Update on Board Requests**

Mr. Presnell mentioned thank you cards to the Board received from kids that attended 4-H camp in Madison County.

**Senator Montford**

Senator Montford will host a grand opening of his office in the CEDO Building on Thursday, July 18<sup>th</sup> from 5-7:00 p.m.

**Soccer field**

Mr. Presnell said after review, a determination was made that the activities at the soccer field on Ashton Court does require a Type II review and notification has been sent to the landowner by certified mail.

Chair Croley asked if the soccer activities would have to cease and was there an alternative site for the soccer games.

Mr. Presnell said the games would have to end at that location and an alternative site had been found at the Lee Garner Field in Chattahoochee that would be a superb site for the games.

**Mowing**

Chair Croley asked about the rounds that were made on mowing and made a suggestion for the Administrator's consideration on the way the equipment is used.

**COUNTY ATTORNEY**

**17. Update on Various Legal Issues**

Ms. Minnis said she had nothing to report.

**DISCUSSION ITEMS BY COMMISSIONERS**

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

**Commissioner Taylor, District 5**

**Citizens Bill of Rights**

Asked Ms. Minnis if the Citizens Bill of Rights could be put on a referendum.

Ms. Minnis said she would look into that matter.

**Commissioner Holt, District 4**

**Ordinance Numbers**

Commissioner Holt asked about the mix-up in ordinance numbers and the reason for the correction. It was explained, due to inadvertence, duplicate numbers were issued and this was to correct the matter and give the correct numbers on the record.

**Citizens Bill of Rights**

Regarding possibility of putting the Bill of Rights on the ballot, when research was done, she would like to see the State Statutes that match her opinions before she comes to meeting.

**Attorney Billing**

She also would like to see what the attorney's billing is per month from now until December and asked to have the information emailed to her.

**Commissioner Morgan, District 3**

Commissioner Morgan said he had nothing to report.

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

Commissioner Hinson asked if Mr. Presnell was able to get the costs for the EMS personnel for the Havana/Midway ambulance.

Mr. Presnell informed him it takes 6 EMT's to cover a 24 hour shift and, with salary and incidentals, would cost approximately \$252,000 and added they would not have to buy a truck, they would rotate a spare truck in.

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

**Commissioner Doug Croley, Chairman, District 2**

**Rural County Summit**

Chair Croley said he and Mr. Presnell attended the Summit and it was a very good conference.

**RECEIPT AND FILE**

19. June 14, 2013 Letter from Florida Department of Health (EMS Matching Grant)
20. Gadsden County Chamber of Commerce Economic Development Report (June 2013)
21. Gadsden County Chamber of Commerce Small Business Service Center Activity Report (April-June 2013)

**August Meeting(s)**

- August 1, 2013 (Budget Workshop at 4:00 p.m.)
- August 6, 2013 (Regular Meeting at 6:00 p.m.)
- August 20, 2013 (Regular Meeting)

**MOTION TO ADJOURN**

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

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**DOUGLAS M. CROLEY, Chair**

**ATTEST:**

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

# THE CITY OF QUINCY

## QUINCY FIRE DEPARTMENT

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### QFD REPORT PROPOSED AEROSOL PLANT 1066 Strong Road, Quincy

DATE: July 16, 2013

County Commissioners:

Upon review of the Spray Quimica project, it is Quincy Fire Department's recommendation that the project proceed with the following understanding.

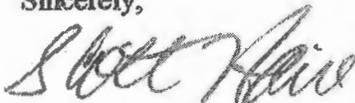
It is imperative that all NFPA requirements are met if this facility is allowed to operate in this jurisdiction. NFPA Life Safety Code 101 chapter 40 applies in general. Chapter 42 could apply to some Storage areas. NFPA 30B applies. NFPA 58 applies to outside storage tanks. In addition to these code requirements any codes referenced within these codes will apply as well.

To maintain safety, I recommend requiring a minimum of two fire safety inspections at the facility annually by the local fire marshal.

Based on my research on similar processes as this project in general, as long as all requirements are met and systems are maintained according to standards, it is the Fire Department recommendation that these standards be incorporated into the development order and/or specifically be made a part of Board approval.

As mentioned in the Planning Commission meeting on June 27<sup>th</sup>, the ideal time to fight a fire is before one occurs. QFD has equipment and personnel to manage incidents with sources within the Department and from outside the Department through mutual aid. Through a thorough planning and inspection program we can mitigate and reduce many hazards prior to them reaching a point of danger to life and health.

Sincerely,



Chief Scott Haire, Local Fire Marshal  
Quincy Fire Department

# 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: July 24, 2013

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

Accounts Payable Dated: July 25, 2013 and August 2, 2013  
Payroll: July 26, 2013  
Payroll Deductions: July 26, 2013

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** August 6, 2013

**Date Submitted:** July 19, 2013

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

**From:** Robert Presnell, County Administrator  
Arthur Lawson, Sr., Assistant County Administrator  
Kembrew Jackson, IT Operations Manager

**Subject:** Request Approval of eGov Strategies to Redesign the County's Website

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### **Statement of Issue:**

This agenda item seeks approval of a professional services agreement with eGov Strategies to redesign the County's website.

### **Background:**

The current County website is out of date and is not designed to provide the information required to assure continued transparency in our local government. The current site is static (scarcely updated) primarily due to the fees charged by the current company for changes to the template of the website. Currently, a vendor is required to upload any changes the County desires to make to the site.

### **Analysis:**

The County's IT Staff has received proposals from three vendors to redesign the website. The proposal from eGov best addresses the scope of services identified by the County. Currently, the interface for uploading information to the website is tedious and requires additional support in the form of a vendor. The new website will enable designated individuals within the BOCC to update and post current information to the website, allowing us to keep the site current day by day. The new site will allow the staff to provide the public with an interactive web based environment that adds transparency to local government functions.

Attached is a professional services agreement for the proposed services. The initial cost for the services will be \$6,358, with a monthly maintenance fee of \$539. Comparatively speaking, the County currently pays a monthly fee to vendors in the amount of \$875.

Two additional proposals were received from the Mint and The Willa Walker Group for \$2,712.25 and \$9,500 respectively. Those proposals did not address the entire scope of services the County desires. Staff is recommending approval of eGov as the vendor to redesign the County's website.

**Fiscal Impact:**

If approved the fiscal impact will be \$6,358, with a monthly maintenance fee of \$539. These funds will come from the IT division's budget.

**Options:**

1. Approve the Professional Services Agreement with eGov Strategies and authorize the Chairperson to execute the agreement.
2. Do not approve the agreement.
3. Board Direction

**County Administrator's Recommendation:**

Option 1: Approve the Professional Services Agreement with eGov Strategies and authorize the Chairperson to execute the agreement.

**Attachment:**

1. eGov Professional Services Agreement
2. Proposals from other vendors



## Professional Services Agreement

THIS AGREEMENT is made on the 26th day of June 2013, by and between the following service user:

The County of Gadsden, FL whose principal address is 9 E Jefferson St., Quincy, FL 32351-2405 (hereinafter, "Client"), and the service provider, eGov Strategies LLC, an Indiana limited liability corporation, with its principal office at One Jackson Square, 233 S. McCrea St., Suite 600, Indianapolis, Indiana 46225 (hereinafter, "eGov").

WHEREAS, the Client requires professional services in accordance with the scope of services set forth in this Agreement and Appendix A; and

WHEREAS, eGov has held itself out to the Client as having the requisite expertise and experience to perform services set forth in this Agreement and Appendix A.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED AND WITH THE PURPOSE OF BEING LEGALLY BOUND HEREBY, THE CLIENT AND EGOV AGREE AS FOLLOWS:

1. eGov agrees that it will furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, office space and facilities, testing and analysis and resources required to perform and complete the professional services as set forth in Appendix A, attached hereto and by this reference made a part hereof. eGov agrees that the performance of work and professional services pursuant to the requirements of this Agreement shall conform to high professional standards and that eGov shall use its best skill and workmanship to provide services and product of the highest quality.
2. The Client agrees to provide eGov with data, materials, reports and such other information as may be available to the Client and reasonably required by eGov to perform hereunder. All documents provided by the Client to eGov shall be returned to the providing party upon request and upon expiration or termination of this agreement. eGov is authorized by the Client to retain copies of such data and materials at eGov's expense except as otherwise provided in this Agreement.
3. The Client represents that it has read, understands, and agrees to all terms and conditions set forth in Appendix A, Appendix B, and Appendix C attached hereto and by this reference made a part thereof.

### ARTICLE I. SOLUTION.

1. **Professional Services.** eGov shall provide to the Client the services described in Appendix A, including a non-transferable and non-exclusive right and license to use the professional and software services (collectively the "Solution"), subject to the terms and conditions set forth in this Agreement and the Appendices.
2. **Payment for Services.** For the services described in Appendix A, the Client shall pay to eGov a down payment of \$6,358; then Client shall pay to eGov the sum of \$539 due on the 15<sup>th</sup> of each month for a period of 35 months, commencing in the month the Services are complete and the Client's web site is functioning. The down payment is due and payable upon receipt of an invoice from eGov. Any payment for services under this agreement is subject to the amounts budgeted by the Client as amounts available for expenditure during the current fiscal year.
3. **Reimbursable Costs.** The Client shall reimburse eGov for reimbursable costs incurred in connection with the services rendered. Reimbursable costs attributable to the services specified in Appendix A include:
  - a. travel costs, provided that air fare is at the economy rate,
  - b. lodging and meals at reasonable rates and amounts,
  - c. copying and reproduction charges,
  - d. long distance telephone charges, and
  - e. delivery charges.

One Jackson Square  
233 S McCrea St., Suite 600  
Indianapolis, IN 46225

telephone: 317-634-EGOV  
toll free: 877-634-EGOV  
facsimile: 317-635-EGOV

info@egovstrategies.com  
www.egovstrategies.com

Other costs and expenses may be reimbursable with written approval of the Client. eGov shall provide the Client with receipts and documentation of reimbursable costs upon request. Such reimbursable costs will not exceed \$750 unless authorized in advance by the Client.

4. **Invoices.** Payments due pursuant to Article I-1 above will be billed monthly by eGov on a time and materials basis. Monthly invoices rendered by eGov shall be due and payable thirty (30) days after date of receipt by the Client.

5. **Changes in Scope of Professional Services.** A change in the scope of professional services of eGov shall constitute any change or amendment of services that is different from or additional to the services specified in Appendix A. No such change, including any additional compensation, shall be effective or paid unless authorized in writing. For the purposes of this Agreement and not excluding other commonly accepted definitions of "in writing", "in writing" shall include email or other electronically delivered communications.

6. **Time and Materials Contract.** This Agreement is a time and materials agreement. eGov has used its best professional judgment to estimate the total cost of this project. However, various factors may affect the estimated cost, including multiple design changes, unexpected volumes of website content, highly specialized design or development requests, or changes in deadlines. eGov will provide notice to the Client in the event a situation arises that may impact the overall cost of the project and will regularly update the Client as to the remaining hours of services available under the original estimate. In the event a situation arises that impacts the estimated amount, eGov will work with the Client to adjust the allotment of service hours or to pursue a change order pursuant to Article I-5.

## **ARTICLE II. TERM AND TERMINATION.**

1. **Term.** The initial term of this Professional Services Agreement and license hereunder shall be forty (40) months from the date of execution of this Agreement. The Agreement shall automatically renew for additional twelve (12) month terms unless terminated pursuant to Article II-2 below. The Renewal Anniversary date is forty (40) months from the date of execution by the last party to this agreement. eGov shall not increase the amount of annual support and maintenance during the initial term of the agreement.

### **2. Termination.**

a. eGov may terminate this Agreement if the Client is in default in payment of any amount due under this Agreement for a period of thirty (30) days.

b. Either the Client or eGov may terminate this Agreement upon default of the other Party of any term, condition or covenant of this Agreement if such default is not corrected within sixty (60) days after receipt of written notice thereof.

c. Either the Client or eGov may terminate this Agreement at any time following the initial term upon written notice to the other Party if such notice is received thirty (30) days prior to renewal anniversary date of this Agreement.

### **3. Action upon Termination.**

a. The Client shall deliver to eGov any and all documents, information, flow charts, logic diagrams, source code, test materials or the like related thereto and all copies thereof in whatever form, including partial copies, which may have been provided by eGov or modified by the Client in the provision of services under this Agreement, within thirty (30) days after the termination of this Agreement.

b. If, at the end of the initial term or any additional term, a Party opts not to renew the Agreement, eGov shall deliver to the Client a machine-readable copy of the data entered by the Client or provided to eGov in the provision of services under this Agreement, within sixty (60) days after the termination of the initial term or additional term.

## **ARTICLE III. COMPLIANCE.**

1. **Compliance with All Laws and Regulations.** All professional services performed under this Agreement by eGov shall comply with all applicable laws, rules, regulations and codes of the United States, the State of Florida, and the State of Indiana and with the Charter, ordinances, and rules and

regulations of the Client. eGov hereby attests that the company uses the E-Verify program to determine the employment eligibility of its employees.

**2. Compliance with Patent, Trademark and Copyright Laws.**

a. eGov warrants that all professional services performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. eGov shall not utilize any protected patent, trademark or copyright under protection of another party or entity in performance of its professional services unless eGov has obtained proper permission and all releases and other necessary documents.

b. eGov releases, indemnifies and holds harmless the Client, their officers, agents and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of professional services under this Agreement which infringes upon any patent, trademark or copyright protected by law or in any way resulting from any manner arising from the implementation of this agreement.

**ARTICLE IV. OWNERSHIP AND CONFIDENTIALITY.**

1. The Client has selected eGov as its service provider based on its unique professional qualifications, software services capabilities, and business processes. The strength of eGov's qualifications and its competitive advantages are strongly tied to the intellectual property developed by eGov. Therefore, it is fundamental to eGov to protect the confidentiality and ownership of its intellectual property.

2. **Confidentiality.** The Client acknowledges that the Solution constitutes a valuable asset and trade secret of eGov and its licensors and the Client further acknowledges that eGov has an exclusive proprietary right and interest in and to the Solution and that any information, documents, flow charts, logic diagrams, source code, test materials, or the like relating in any way to the Solution is eGov's CONFIDENTIAL Trade Secret Information. The Client therefore acknowledges and agrees:

a. to use the Solution only as provided in this Agreement and only during the term of the license granted by this Agreement. Client further agrees not to provide or otherwise make available any written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to the Solution in any form, to any person other than Client's or eGov's employees or consultants without prior written consent from eGov; and

b. to take reasonable steps to protect all written materials, flow charts, logic diagrams, source code, test materials, or other information relating to the Solution, in any form, from unauthorized disclosure by its agents, employees or customers. Unauthorized disclosure includes, but is not limited to, providing access to the eGov Manager to any person other than the Client's board members, employees or consultants without prior written consent from eGov.

**3. Ownership.**

a. The Client acknowledges and agrees that title to and all rights of ownership, including but not limited to intellectual property rights, in the Solution and all copies of all or any part of it, are and remain with eGov and its respective licensors.

b. eGov acknowledges and agrees that title to and all rights of ownership in data and information (1) entered using the Solution and (2) provided by the Client for incorporation into the Solution, including, but not limited to, graphics, images, photographs, and original computer code, are and remain with the Client and are of a proprietary and confidential nature.

**ARTICLE V. LIMITATION OF LIABILITY.**

1. Notwithstanding anything to the contrary in this Agreement and excluding damages that may be recovered due to breach of Article III, Article IV, or Appendix A, eGov agrees to limit the liability of the Client to the amount set forth in Article I.

2. The Client agrees to limit eGov's liability to the Client and any third party for any damage, including but not limited to the Client's claims of contributions and indemnification related to third

party claims, on account of any error, omission or negligence to a sum not to exceed the amount paid by the Client to eGov pursuant to this Agreement. The limitation of liability set forth herein is for any and all matters for which eGov may otherwise have liability to third parties arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

3. The Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for eGov, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which eGov is at fault, or (ii) return to the Client the fees paid by the Client to eGov for the particular service provided that gives rise to the claim, subject to the limitation contained in Article V-1 and Article V-2.

4. The limitations of liability set forth above are fundamental elements of the bases of the bargain between eGov and the Client and eGov would not be able to provide this product on an economic basis without such limitations.

## **ARTICLE VI. MISCELLANEOUS.**

1. **Independent Contractor.** It is understood and agreed that the status of eGov shall be that of an independent contractor, retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that eGov or its officers, agents or employees are employees or officers of the Client for any purpose whatsoever.

2. **Non-Discrimination.** eGov, its agents, employees, officers and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, or mental or physical disability in any policy or practice.

3. **No Solicitation of Employees.** During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ eGov's personnel, without eGov's prior written consent.

4. **Agreement Made in Indiana and Venue.** This Agreement shall be governed by the laws of the State of Indiana, and any legal action concerning the provisions hereof shall be brought in the County of Marion, State of Indiana.

5. **Entire Agreement.** The Parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in an instrument which is executed by all the Parties with the same formality as this Agreement.

6. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

7. **No Waiver of Rights.** No assent, expressed or implied, to any breach of any one or more of the terms and conditions of this Agreement shall be deemed to be or taken to be a waiver of any subsequent breach of such terms and conditions.

8. **Severability.** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

9. **Survival.** Article I-2, -3, and -4, Article II-3, Article IV, Article V and the paragraphs identified in Appendix B-10 survive the expiration or termination of this Agreement for any reason. Provided, however, if the Client terminates this Agreement for cause, monthly payments as defined in Article I-2 shall no longer be due.

10. **Assignment.** The parties agree not to assign, pledge or transfer their duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the other party.

11. **Inurement.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

12. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to eGov and the Client.

Nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that subcontractors and any other persons other than the Parties receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

13. **Cooperation.** The Client will cooperate with eGov in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. The Client agrees that eGov's performance is dependent on the Client's timely and effective cooperation with eGov. Accordingly, the Client acknowledges that any delay by the Client may result in eGov being released from an obligation or scheduled deadline or in the Client having to pay extra fees for eGov's agreement to meet a specific obligation or deadline despite the delay.

14. **Disputes.** eGov and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, eGov and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless eGov and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

15. **Force Majeure.** eGov shall not be responsible for delays or failures (including any delay by eGov to make progress in the prosecution of any services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

16. **Business Hours.** Regular business hours shall be 8:00 AM to 4:30 PM ET, Monday through Friday, excluding holidays.

17. **Notice.** Any notice or communication between the parties which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

<p><b>Client</b> Gadsden County Florida 9 E Jefferson St., Quincy, FL 32351-2405</p> <p>Attention:</p>	<p><b>eGov</b> eGov Strategies LLC 233 S McCrea St, Ste 600 Indianapolis, IN 46225 Attention: C. D. James, CEO</p>
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EXECUTED on the day and year first above written:

<b>Gadsden County, FL</b>	<b>eGov Strategies LLC</b>
Print: _____	Print: _____
Sign: _____	Sign: _____
Title: _____	Title: _____
Date: _____	Date: _____

## APPENDIX A. SCOPE OF WORK

The professional services, products and functionality covered by this agreement include:

<b>CUSTOMER NAME:</b>	<b>Gadsden County, FL</b>		<b>SaaS Pricing</b>
PROJECT TYPE:	<b>CMS &amp; Design</b>	DOWN PAYMENT:	<b>\$6,358</b>
CLIENT TYPE:	<b>New</b>	MONTHLY (35 months):	<b>\$539</b>
<b>CMS MODULES: YES</b>	<b>STATUS</b>	<b>OPTIONAL MODULES:</b>	<b>STATUS</b>
Web Page Management	<b>INCLUDED</b>	Action Center w/ Workflow & Tracking	NOT IN SCOPE
Government Structure Management	<b>INCLUDED</b>	Agenda Builder (Basic)	<b>INCLUDED</b>
Documents, News, Events & Images Services, FAQs, How Do I? & Site Search	<b>INCLUDED</b>	Intranet	NOT IN SCOPE
Basic Online Forms (Action Center)	<b>INCLUDED</b>	Android Mobile App	NOT IN SCOPE
User & Staff Directory Administration	<b>INCLUDED</b>	Blog	NOT IN SCOPE
Geo-Coded Locations & Facilities	<b>INCLUDED</b>	Econ Dev Directories (Business, Prop)	NOT IN SCOPE
		eGov Connect (e-notify)	<b>INCLUDED</b>
		Facility Registration	NOT IN SCOPE
<b>WEBSITE DESIGN:</b>	<b>eGov "Basic"</b>	iPhone Mobile App	NOT IN SCOPE
RESPONSIVE:	No-Basic	Intranet	NOT IN SCOPE
		Map Builder	<b>INCLUDED</b>
	<b>HOURS</b>	Mobile Website Templates	<b>INCLUDED</b>
Website Design	38	Payment Center Setup	NOT IN SCOPE
Website Configuration	15	- Additional Payment Center Forms	NOT IN SCOPE
Planning & Content JumpStart	25	Payment Center Integration Charge	NOT IN SCOPE
Training & Website Launch	8	PC Bill Presentment Setup	NOT IN SCOPE
<b>Total Consulting Hours:</b>	<b>86</b>	Program Registration	NOT IN SCOPE

**eGov Connect quote includes:**

- 25,000 emails per year.
- Usage above that amount will be charged at a rate of \$ .03 per email.

Any third-party integration fees are the responsibility of the City.

## APPENDIX B. END USER LICENSE AGREEMENT

THIS END USER LICENSING AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN THE CLIENT (HEREIN "LICENSEE") AND EGOV, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUBSIDIARIES, DIVISIONS AND AFFILIATES (COLLECTIVELY REFERRED TO AS "EGOV"), FOR THE SOFTWARE PRODUCT IDENTIFIED AS THE EGOV MANAGER WHICH INCLUDES COMPUTER SOFTWARE AND ASSOCIATED MEDIA AND DOCUMENTATION (COLLECTIVELY "LICENSED SOFTWARE"). BY SIGNING THIS AGREEMENT OR BY ACCESSING OR UTILIZING THE LICENSED SOFTWARE, THE LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF A LICENSEE DOES NOT AGREE WITH THE TERMS OF THIS EULA, IT AGREES TO PROMPTLY STOP USING THE SYSTEM AND, IF APPLICABLE, UNINSTALL AND DELETE THE SOFTWARE FROM THE LICENSEE'S SYSTEM AND RETURN ANY TANGIBLE ELEMENTS OF THE LICENSED SOFTWARE TO EGOV.

1. The parties have entered into a Professional Services Agreement which incorporates this End User License Agreement. Should there be any conflict between the Professional Services Agreement and this End User License Agreement, the terms, covenants, agreements and conditions of the Professional Services Agreement shall control.
2. **Protection/Ownership.** The Licensed Software may include software owned by third parties (collectively "Third-Party Owners"). The Third-Party Owners are third-party beneficiaries of this EULA and the Licensee agrees to be bound to them under all the terms and conditions of this EULA unless and to the extent that a separate license agreement for such software governs. The Licensed Software is protected by copyright and other intellectual property laws. eGov or a Third Party Owner retain ownership of the Licensed Software and the copies of the Licensed Software provided herewith. The Licensed Software is licensed to the Licensee for use subject to the terms set forth in this EULA.
3. **License.**
  - a. eGov hereby grants to the Licensee and the Licensee fully accept only a personal, non-exclusive, non-transferable right and license to use the Licensed Software on the computer Licensed Software designated herein. This EULA may not be assigned by the Licensee and the Licensed Software to which it applies and documents and materials relating thereto may not be disclosed, sublicensed, published, released or transferred to another party by the Licensee without the prior written consent of eGov.
  - b. The Licensee is allowed only the number of concurrent users of the Licensed Software as shown in the Professional Services Agreement, attachments thereto corresponding purchase order or other order confirmation form. If the Licensee wishes to expand the number of authorized concurrent users covered by the license, the Licensee may purchase the additional licenses from eGov.
4. **Term.** The term of this EULA shall commence and terminate in accordance with the terms of the Professional Services Agreement.
5. **Maintenance and Support.**
  - a. eGov's obligation for maintenance and support of the Licensed Software under this EULA shall be to:
    - i. Make reasonable efforts to correct any error, malfunction or defect in the Licensed Software for which it receives written notice from a Licensee. For the purpose of this Agreement the term "error, malfunction or defect" shall mean only significant deviations from the design specification for the most current release of the Licensed Software;
    - ii. Make available to the Licensee all standard updates, enhancements, and/or improvements in the Licensed Software; and
    - iii. Provide user support for the Licensed Software during regular business hours.
  - b. As a condition of Maintenance and Support, the Licensee agrees to:
    - i. Advise eGov in writing of the precise nature of any suspected error, malfunction or defect and provide eGov with all relevant information deemed necessary or desirable by eGov in order to reproduce the environment in which the error, malfunction or defect occurred;
    - ii. Accept all standard updates, enhancements, and/or improvements in the Licensed Software; and,
    - iii. Provide eGov with reasonable computer time, and, at eGov's request, run a tracer or monitor for the purpose of determining and correcting any error, malfunction or defect, or making other changes requested by the Licensee and agreed to by eGov.
  - c. All other maintenance and/or technical support for the Licensed Software is available only through separate Agreement(s).
6. **Restrictions and Protection.**
  - a. The Licensee acknowledge that the Licensed Software constitutes a valuable asset and trade secret of eGov or a Third Party Owner and contains information deemed confidential or otherwise proprietary to eGov or a Third Party Owner, and the Licensee agrees to handle the Licensed Software with at least the same degree of care employed with respect to the Licensee's own confidential or proprietary information.
  - b. The Licensee further acknowledges that eGov or a Third Party Owner has an exclusive proprietary right and interest in and to the Licensed Software. The Licensee agrees that this is a license only and that no title passes to either Licensee. The Licensee agrees not to challenge eGov's rights in or otherwise attempt to assert any rights in the Licensed Software, except those provided under this EULA.
  - c. The Licensee agrees not to copy the Licensed Software except for backup and disaster recovery purposes, or as described in the documentation comprising the Licensed Software. If the Licensee makes backup copies of the Licensed Software, the original copy of the Licensed Software and all backup copies that the Licensee make may not leave the control of the Licensee and are owned by eGov or a Third Party Owner.
  - d. The Licensee agrees not to disclose, modify, decompile, translate, disassemble or reverse engineer the Licensed Software. The Licensee agrees not to distribute, rent or lease the Licensed Software. The Licensee agrees not to use the Licensed Software as a commercial host or application service provider. The Licensee agrees not to use the Licensed Software except as expressly permitted under the Professional Services Agreement and this EULA and during the term of the Professional Services Agreement and this EULA.
  - e. The Licensee agrees not to use the Licensed Software on any computer other than the computer or combination of computers that host the Licensee's website.
7. **Warranty.** THIS SOFTWARE IS PROVIDED "AS-IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SOFTWARE, DISK, AND RELATED MATERIALS, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, OR THEIR NON-INFRINGEMENT. THE LIABILITY OF EGOV UNDER THE WARRANTY SET FORTH ABOVE SHALL BE LIMITED TO THE AMOUNT PAID BY THE LICENSEE FOR THE LICENSED SOFTWARE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF PURCHASE OF THE LICENSE. THIS WARRANTY GIVES THE LICENSEE SPECIFIC LEGAL RIGHTS. THE LICENSEE MAY HAVE OTHER RIGHTS,

WHICH VARY FROM STATE TO STATE.

UNLESS BOTH EXPRESSLY REPRESENTED AND AGREED IN WRITING, THE LICENSED SOFTWARE IS NOT DESIGNED, OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE FAILURE OF THE LICENSED SOFTWARE COULD CREATE A SITUATION WHERE SUBSTANTIAL PROPERTY DAMAGE OR PERSONAL INJURY OR DEATH MAY OCCUR. EGOV AND ANY THIRD-PARTY OWNERS RECOMMEND AGAINST, AND DISCLAIM ANY LIABILITY FOR USE OF THE LICENSED SOFTWARE IN ANY SUCH APPLICATION.

8. In the event that any portion of the Licensed Software or related materials furnished to the Licensee by eGov is, in eGov's sole opinion, likely to or does become the subject of a claim of infringement of a copyright or patent, eGov may, at its option and expense, procure for the Licensees the right to continue using the Licensed Software or related materials or modify the Licensed Software or related materials to make them non-infringing. If, in eGov's opinion, neither of the foregoing alternatives is reasonably available to eGov then eGov may terminate this EULA upon thirty (30) days written notice to the Licensee.
9. Hold Harmless. eGov agrees to indemnify and hold the Licensee harmless from any patent or copyright infringement arising out of the Licensee's use of the Licensed Software provided eGov is notified promptly in writing and is given complete authority and information required for defending or settling any charge of patent or copyright infringement or suit resulting therefrom, and further provided that the Licensees are not in default of any of the provisions of the Professional Services Agreement or this EULA.
10. The Licensee expressly agrees that provisions of Paragraphs 1, 6, 9, 11, 12 and 13 shall survive termination of the Professional Services Agreement.
11. Limitation of Liability. IN NO EVENT SHALL EGOV BE LIABLE TO THE LICENSEE FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, ARISING OUT OF ANY BREACH OF THIS EULA OR ANY OBLIGATIONS UNDER THIS EULA OR THE LICENSE GRANTED OR FOR ANY CLAIM MADE AGAINST THE LICENSEE BY ANY OTHER PARTY, EVEN IF EGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM EXCEPT AS OTHERWISE PROVIDED IN THE PROFESSIONAL SERVICES AGREEMENT OR IN PARAGRAPHS 12 AND 13 OF THIS EULA.
12. eGov shall not be liable for any damages caused by delay in delivery, installation or furnishing of the Licensed Software or related object code, documentation or test files or in furnishing the software maintenance services under this License. In particular, and without limitation, eGov shall have no liability for any data stored or processed with the Licensed Software, including the costs of recovering such data.
13. If a charge is payable with respect to the Licensed Software or related materials or if a charge has been established in the regular course of business by eGov for licensing the same or similar products then eGov's liability, if any, for loss or damages relating to or arising out of the license thereof shall not exceed the charges attributable to such Licensed Software or related materials.
14. The limitations of damages set forth above are fundamental elements of the bases of the bargain between eGov and the Licensee and eGov would not be able to provide this product on an economic basis without such limitations.
15. No Control of Use. eGov has no control over the Licensee's use of the Licensed Software. eGov does not and cannot warrant the performance or results that may be obtained by its use, eGov does not represent, warrant, or guarantee the accuracy and timeliness of the data contained in the Licensed Software and eGov shall have no liability of any kind whatsoever to the Licensee, or to any other party on account of any inaccuracies in or untimeliness of the data, or for any delay in reporting such data contained in the Licensed Software. Various information in the Licensed Software constantly changes, and the information in the Licensed Software is only as of a particular date. eGov does not warrant that the operation of the Licensed Software will be uninterrupted or error free. eGov is not responsible for problems caused by accident, abuse, mishandling, alteration, or improper use.
16. Export Control. The Licensees may not export, ship, transmit, or re-export the Licensed Software in violation of any applicable law or regulation, including, without limitation, the Export Administration Regulations issued by the United States Department of Commerce, or any such similar law or regulation issued by such other governmental entity which may have jurisdiction over such export.
17. United States Government Restricted Rights. THIS SECTION APPLIES ONLY TO LICENSING OR USE BY THE FEDERAL GOVERNMENT OF THE UNITED STATES. The Licensed Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the federal government is subject to restricted rights as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at 252.227-7014 for DOD contracts and at FAR (48 CFR 52.227-19) for civilian agency contracts or other comparable agency clauses.
18. Non-Solicitation. The Licensees agree not to hire, solicit for hire, or otherwise employ, either on a full time or a part time basis, any employee, or agent or independent contractor of eGov during the term of the Professional Services Agreement and this EULA and for a period of two (2) years after the termination or cancellation thereof by either party.
19. Severability. Both parties agree that the provisions of the Professional Services Agreement and this EULA are severable and should any of the provisions be deemed invalid, then only that provision should fail, and the remainder of the Agreement and this EULA shall be in full force and effect.
20. Assignability. The Professional Services Agreement and this EULA shall inure to the benefit of, and are freely assignable to eGov's successors and assignees of rights in the Licensed Software.
21. Choice of Law. This EULA and the performance thereunder shall be construed and regulated in accordance with the laws of the State of Indiana.
22. Modification. Except as provided for in the Professional Services Agreement or this EULA, no eGov Agent or Employee is authorized to modify or add to the terms and conditions set forth in this EULA.
23. Whole Agreement. The Professional Services Agreement, this EULA incorporated therein, any applicable eGov order form, maintenance and support agreement or like documents constitute the entire agreement between the Licensee and eGov. Any additions to, or modifications thereof shall be binding upon the parties only if the same shall be in writing and duly executed by the parties. THE TERMS AND CONDITIONS OF ANY CORRESPONDING PURCHASE ORDER OR OTHER ORDER CONFIRMATION FORM RELATING TO THE LICENSED SOFTWARE ARE ONLY BINDING ON EGOV IF SUCH TERMS AND CONDITIONS ARE AGREED TO IN WRITING IN ACCORDANCE WITH THE PRIOR SENTENCE AND IN A DOCUMENT OTHER THAN THE PURCHASE ORDER OR OTHER ORDER CONFIRMATION FORM.

## **APPENDIX C. SERVICE LEVEL AGREEMENT**

It is the goal of eGov Strategies LLC ("eGov") to help make your internet initiative a success and for you to have a positive experience each time you use the eGov Manager. While we would prefer to dedicate an unlimited amount of resources to meet each and every one of your needs and to guarantee that there will never be a service availability issue, this is unfortunately not possible. Alternatively, we have established policies and procedures to provide an expectation of the service level you will receive from eGov. These policies and procedures are a product of our experience and feedback from our other clients.

This Service Level Agreement ("SLA") addresses how eGov can assist you in terms of support, maintenance, enhancements, hosting, and issue resolution. eGov will provide software support services for products listed in this Agreement and any software subsequently added pursuant to addendum to the Software License Agreement.

### **Basic Support Services Covered**

#### **Telephone Support**

Requests for software support should be directed to eGov by telephone at (877) 634-3468. We will work with you to categorize the reported problems or questions by severity. You can also communicate support issues via a client support e-mail address as assigned by eGov.

Requests will be categorized as problems or enhancements by eGov. Those requests that are determined to be enhancements will be addressed using the process described in the Enhancement Requests section. Those requests that are determined to be problems will be addressed according to the following process.

- Those problems that need to be referred to the applicable software vendor(s) for prioritization and scheduling will be communicated to you.
- Those problems that are determined to be associated with the eGov Manager Software Suite will be prioritized by eGov according to the severity of the problem, complexity of the modification, and estimate of effort to completion. The problem will be addressed according to the schedule identified in the Client Support Guidelines Section of the SLA.
- The status of open problems will be communicated to the primary client contact on a weekly basis by telephone, e-mail, or our case reporting system.
- You may designate up to three authorized callers with unlimited telephone call support. This is the maximum number of allowed callers without additional charge.

#### **Enhancement Requests**

Software support requests that are determined to be enhancements to the functionality of the eGov Manager will be addressed according to the following process.

- The requested enhancement will be estimated by eGov. This may involve coordination with third party vendors whose software is used in conjunction with the eGov Manager.
- The estimate and costs will be presented to you for approval. The costs associated with enhancement requests will be based on eGov's then current time and material costs.
- Once approved, the requested enhancement will be scheduled and a project plan will be developed and executed to implement the enhancement.
- Alternatively, eGov will add the enhancement request to the development queue for prioritization with other requests.

#### **Software Revisions**

Periodically, patches for problems or general updates to the eGov Manager will be released. These updates/patches will be provided at no charge. In the case of third party software, the updates/patches will be provided according to the policies of the third party, but are typically built in to your Annual Maintenance and Support fee for hosted clients.

## **Hours of Coverage**

Telephone support is available twenty-four hours a day, seven days a week by dialing (877) 634-3468. For times before 8am ET and after 5pm ET, your call will be routed to one of our on-call staff.

## **Requests for Hourly Support**

Software support services provided by eGov at your request that are in addition to the services detailed in the SLA will be deemed hourly service and invoiced in accordance with eGov's then current rate.

Requests for on-site support or for self-hosted clients as it relates to problem identification, resolution, re-installation or upgrade support is considered to be outside the scope of the SLA. In those cases where on-site or self-hosted server support is required and requested, the Client will be billed in accordance with eGov's then current rate.

## **Work Not Covered**

The following items are outside the scope of the basic software support services and are billable at the then current hourly rate for time and materials. Minimum service call rates apply in accordance with eGov's then current charges, terms and conditions. The hourly rate is calculated on a portal-to-portal basis.

- All time associated with a service call that is the result of Client negligence or that was Client induced;
- Any time spent at Client site to observe and/or stand by at the request of the Client;
- All time associated with requested design changes or template changes;
- All time associated with a trouble call caused by self-hosted equipment (hardware, telephone, AC power problems, etc.);
- All time associated with problems caused by third party software packages not provided with the eGov Manager software suite;
- On-site software installation support; and
- On-site software upgrade support.

## **Custom Software Support Services**

Support for custom developed systems will require eGov to maintain, to the greatest extent possible, a duplicate system to include software, custom software and system specific hardware devices at eGov. This will ensure that identified problems can be readily duplicated and diagnosed.

A Custom Code Maintenance Agreement is available for any custom application development and/or user-specific code developed by eGov or our software vendor(s), which is unique to your implementation. Such a maintenance agreement will cover compatibility of the custom code with generally available software upgrades and/or patch or maintenance releases. It will not cover modifications or enhancements to the custom code.

Alternatively, support for all custom developed software can be performed on a Time and Materials basis in accordance with eGov's then current charges.

## **Client Responsibilities**

It is your responsibility to designate a systems support coordinator to be the primary interface with eGov and your end user community for the purpose of problem identification, call tracking and resolution.

In the event of a problem, you will assist eGov in identifying the steps to recreate the issue and will provide any other relevant information needed to identify the problem.

Self-hosted clients will ensure that regular backups of software and data are performed and are solely responsible for the security of your own network, hardware, and related software.

## **eGov Hosting**

eGov will ensure the availability of your website and the eGov Manager Software Suite. Our hosting services guarantee includes:

- 99% uptime, excluding maintenance windows or scheduled downtime for upgrades;
- Management of the firewall protecting your website;
- Maintenance of the server hardware for your website;
- 24/7 monitoring of your site and server hardware;
- Daily incremental and weekly full backups of your site and associated data.

Our regular maintenance windows are from 10pm ET on Friday evenings through 2am ET on Saturday mornings. In the event emergency maintenance is required (such as apply operating system security patches), we will do our best to provide you with at least one hour's notice prior to any interruption of service.

Our hosting services guarantee does not extend to downtime as a result of circumstances beyond the reasonable control of eGov, including but not limited to, war or hostilities; riot or civil commotion; epidemic; earthquake flood or other natural disaster; negligence or intentional misconduct by a party other than eGov.

## **Software Product Releases Patches/Updates**

Release patches/updates for the eGov Manager Software Suite are included in your annual maintenance and support fee. Patches/Updates are issued to correct specific software errors or to provide a workaround utility until a permanent solution can be implemented.

## **Maintenance Releases**

Maintenance releases for the eGov Manager Software Suite are included in your annual maintenance and support fee. Maintenance releases do not contain any new features. Functionally, it is the same product as its last release, plus all bug fixes and patches that have been developed since that last major, minor or maintenance release.

## **Minor Releases**

A minor release contains new features or capabilities that do not change the software product's basic architecture or data base organization. Minor releases for the eGov Manager Software Suite are included in your annual maintenance and support fee.

## **Major Releases**

A major release contains one or more significant new features or capabilities. Usually current software architecture and data base schema are affected. This is included for the eGov Manager Software Suite, but may or may not be included for third party software. For eGov-hosted clients, the latter is usually included in your maintenance and support fee. For self-hosted clients, such upgrades are not typically included.

## **Description of Support Levels**

### **Level 1 Support**

Level 1 support will be provided by eGov through our general support professionals. Level 1 support will constitute our initial contact with you regarding a particular issue.

Typical problems Level 1 service may encounter include:

- Basic software setup
- Basic usage of the product
- General software upgrade issues
- End-user support for training issues, etc.

Level 1 will escalate to Level 2 if the problem is either not readily solvable, solvable within prescribed guidelines or is rated a Severity 1 or 2 problem. Upon escalation, the call will be assigned to Level 2.

## Level 2 Support

Level 2 support will be provided by eGov. Problems Level 2 may encompass include those beyond basic setup and usage issues. These may be bugs that eGov or eGov's software vendor(s) are or are not aware of and may need programming involvement and/or code changes to resolve. These problems may also be complex software upgrade issues, or client application issues, or core product issues that need to be researched, duplicated and tested in a support lab environment. If the problem is beyond known fixes, requires new software or drivers, or is not solved within prescribed guidelines, the call will be escalated to the next support level.

Level 3 support will be responsible for providing the solution and feedback to Level 2 support, who will continue to track the problem resolution and provide feedback to the Client and, in turn, the Customer.

## Level 3 Support

Level 3 support is provided by eGov or its software vendor(s). This will be the first level of support from eGov software vendor(s). The types of problems that are escalated to the software vendor support are problems, or bugs with one of the core software vendor products. Level 3 support will verify that the problem exists and can be duplicated in the support lab and determine if the root of the problem is with the core product or with the end-user application.

If the problem is determined to be with the application the software vendor(s) will inform eGov support staff and resolution responsibility will be returned to Level 2.

If the problem is determined to be in the core product, and a software patch/update is available that resolves the issue, the software vendor(s) will provide the patch for download by eGov. If a patch is not available, the software vendor will escalate the problem to their engineering department. They will maintain direct communication with eGov concerning resolution status. Client contact will remain with eGov,

## Engineering Support

eGov's or the software vendor(s) engineering department will provide the highest level of support required to solve the problem. They will be responsible for providing the appropriate solution within prescribed guidelines, issuing appropriate fixes or patches and the overall revision control and maintenance process of released software.

If the problem is a Severity 1 issue (the system is down) a patch or software update will be developed as required by Engineering. Once the patch has been developed it will be tested and posted.

If the problem is not associated with a down system, the engineering department will provide a timeline for providing a software fix. The fix will be scheduled as a patch included in the next maintenance release, or included in the next minor or major release. eGov will provide feedback and resolution status to eGov and will be responsible for maintaining contact with the you.

## Client Support Guidelines

Level 1	Standard: 8 Hours (Optional Response Times Available)
Level 2	Standard: 8 Hours (Optional Response Times Available)
Level 3	Depends on Severity Severity 1 (Critical): Estimated resolution date provided in 4 hours Severity 2 (High): Estimated resolution date provided in 6 hours Severity 3 (Medium): Estimated resolution date provided in 2 days Severity 4 (Low): Estimated resolution date provided in 5 days

THE MINT

Post Office Box 1005  
 Quincy, FL 32353

# Estimate

Date	Estimate #
6/13/2013	112

Name / Address
Gadsden County of Cty Commisioners 9-B East Jefferson Street PO Box 1799 Quincy, FL 32353

Project

Description	Qty	Cost	Total
Website Development (\$50 per/hr; 2 pages typical created or developed per hour)	33.5	50.00	1,675.00T
Discount Based on Job Source Code or Government /Non-Profit Organizations		-201.00	-201.00
Non-Refundable Website Development Deposit Fee	1	125.00	125.00T
IP Management, IP Transfer, File Transfers, Copying and General Web Set-up Fee(s)	1	500.00	500.00T
Website Standard Domain Name Registration		35.00	35.00T
Premium Silver Website Service @ 25.00/month	12	25.00	300.00T
Standard Internet Provider (IP) Registration of Domain for 1-yr		75.00	75.00T
Sales Tax		7.50%	203.25
		<b>Total</b>	\$2,712.25

Customer Signature \_\_\_\_\_

# THE WILLA WALKER GROUP

## **Gadsden County Web Rebrand**

Our Rebrand concept is simple, effective and affordable. We would use our web design partner, Stephanie Jones CEO, Multimedia Marketing to update and reconfigure the site so it is user friendly for staff, residents and those needing access to county information, and forms. The rebrand will better serve as the face of Gadsden County through image enhancement and proof of the effectiveness of its government services.

- **Ensure user friendly for staff and public**
- **New design that is user friendly and easy to navigate**
- **Move web hosting from Vision Internet hosting to WBS Multimedia hosting**
- **Install backend that is easy for staff to use, maintain, and update**
  
- **PDF forms on website will be converted to fillable PDFs, so visitors may complete the form online return it via email or print out.**
- **Maintain an archive of all the meeting agendas and minutes which are currently posted on the website.**
- **Transfer all content that is currently posted on the website.**
- **Provide email addresses if necessary**
- **Provide 2 design options**
- **Provide up to 3 hours staff training sessions**
- **Provide emergency site assistance**
- **Produce 3-4 minute( home page )video profile of county for home page**
- **Produce 1 video Update highlighting latest project completion ( home page)**
- **Produce :45 (5) Commissioner profiles (link on home page)**
- **30 days to complete site transfer & design**

**Total : \$9,500**

**522 East Park Avenue Suite 100 Tallahassee, Florida 32301 850 980 1691**

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** August 6, 2013

**Date Submitted:** July 23, 2013

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

**From:** Robert Presnell, County Administrator

**Subject:** Request Approval of Resolution 2013-014 in Support of the Allocation of Adequate Funding From the 2013 Legislative Appropriation to the Riparian County Stakeholder Coalition (RCSC)

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### **Statement of Issue:**

This agenda item is presented to the Gadsden County Board of County Commissioners to request approval of Resolution 2013-014 in support of the allocation of adequate funding from the 2013 Legislative Appropriation to the Riparian County Stakeholder Coalition (RCSC) for the preparation of an Apalachicola River and Bay Flow Needs Assessment for inclusion in the Apalachicola-Chattahoochee-Flint Stakeholders' Sustainable Water Management Plan and authorize the Chairman to sign.

### **Background:**

The Riparian County Stakeholder Coalition (RCSC) helped organize, supported the appointment of, and includes representatives serving on the Apalachicola Chattahoochee, Flint (ACF) Stakeholders, Inc., a not-for-profit consortium of specific stakeholder members and interests in the ACF Basin pledged to finding solutions to over 30 years of water resources related conflicts within the Alabama Florida Georgia Basin.

The ACF Stakeholders have engaged in identifying and resolving issues relating to the entire ACF Basin, including the raising of \$1.3 million in donations to conduct and complete a Sustainable Water Management Plan for the ACF Basin. A critical component of the ACF Stakeholders' Sustainable Water Management Plan is identifying and planning for the delivery of fresh water flows to the Apalachicola Bay Estuary which will be adequate to sustain Apalachicola Bay's aquatic productivity. The current ACF Stakeholders' Sustainable Water Management Plan Budget does not have the available funds to support a needed assessment of the fresh water flow requirements of the Apalachicola River in order to maintain the aquatic productivity and other values associated with adequate and dependable flows. The 2013 Florida Legislature, acting on

the recommendation of Governor Scott, appropriated \$500,000 for an Apalachicola River and Bay Needs Assessment. A portion of these funds are critical to support an Apalachicola River and Bay Flow Needs Assessment for integration into the ACF Stakeholders' Sustainable Water Management Plan, to fully represent Florida's needs. The Plan, scheduled for completion in early 2014, will be circulated by the ACF Stakeholders as a management recommendation to all related Federal Agencies; all related State Agencies of Alabama, Florida and Georgia; the U.S. Congressional Delegation Members of Alabama, Florida and Georgia; and the State Legislative Members of Alabama, Georgia and Florida. The distribution of an ACF Basin Sustainable Water Management Plan to all the above institutions and individuals without adequate representation of the flow needs of the Apalachicola River and Bay would provide a major disservice to the interests of the Apalachicola River and Bay for many years into the future.

**Fiscal Impact:**

N/A

**Options:**

1. Approve Resolution 2013-014 and authorize the Chairperson to sign.
2. Do not approve Resolution 2013-014.
3. Board Direction.

**County Administrator's Recommendation:**

1. Approve Resolution 2013-014 and authorize the Chairperson to sign.

**Attachment:**

1. Resolution 2013-014

RESOLUTION 2013-014

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, IN SUPPORT OF THE ALLOCATION OF ADEQUATE FUNDING FROM THE 2013 LEGISLATIVE APPROPRIATION TO THE RIPARIAN COUNTY STAKEHOLDER COALITION (RCSC) FOR THE PREPARATION OF AN APALACHICOLA RIVER AND BAY FLOW NEEDS ASSESSMENT FOR INCLUSION IN THE APALACHICOLA-CHATTAHOOCHEE-FLINT STAKEHOLDERS' SUSTAINABLE WATER MANAGEMENT PLAN**

WHEREAS, Gadsden County is an ardent supporter of the environmental quality, the aquatic productivity, and the recreational values of the Apalachicola River and Bay, and

WHEREAS, years of continuing natural events and human upstream impacts on the Apalachicola River flows are posing a serious threat to the quality of life and economic well being in the Florida Communities along the Apalachicola River and to the State of Florida as a whole, and

WHEREAS, owing to the recognized threat from upstream activities and water uses, the six Florida counties along the Apalachicola River have joined together and created the Riparian County Stakeholder Coalition (RCSC) on August 23, 2012, and

WHEREAS, each of the six Apalachicola River Riparian Counties realize there is a critical need to work together to present a single unified voice to support any and all activities needed to maintain the Apalachicola River's comprehensive and collective value to our citizens, our counties, and our State, and

WHEREAS, the Riparian County Stakeholder Coalition (RCSC) helped organize, supported the appointment of, and includes representatives serving on the Apalachicola Chattahoochee, Flint (ACF) Stakeholders, Inc., a not-for-profit consortium of specific stakeholder members and interests in the ACF Basin pledged to finding solutions to over 30 years of water resources related conflicts within the Alabama Florida Georgia Basin, and

WHEREAS, the ACF Stakeholders have engaged in identifying and resolving issues relating to the entire ACF Basin, including the raising of \$1.3 million in donations to conduct and complete a Sustainable Water Management Plan for the ACF Basin, and

WHEREAS, a critical component of the ACF Stakeholders' Sustainable Water Management Plan is identifying and planning for the delivery of fresh water flows to the Apalachicola Bay Estuary which will be adequate to sustain Apalachicola Bay's aquatic productivity, and

WHEREAS, the current ACF Stakeholders' Sustainable Water Management Plan Budget does not have the available funds to support a needed assessment of the fresh water flow requirements of the Apalachicola River in order to maintain the aquatic productivity and other values associated with adequate and dependable flows, and

WHEREAS, the 2013 Florida Legislature, acting on the recommendation of Governor Scott, appropriated \$500,000 for an Apalachicola River and Bay Needs Assessment, and

WHEREAS, a portion of these funds are critical to support an Apalachicola River and Bay Flow Needs Assessment for integration into the ACF Stakeholders' Sustainable Water Management Plan, to fully represent Florida's needs and

WHEREAS, the Plan, scheduled for completion in early 2014, will be circulated by the ACF Stakeholders as a management recommendation to all related Federal Agencies; all related State Agencies of Alabama, Florida and Georgia; the U.S. Congressional Delegation Members of Alabama, Florida and Georgia; and the State Legislative Members of Alabama, Georgia and Florida; and

WHEREAS, the distribution of an ACF Basin Sustainable Water Management Plan to all the above institutions and individuals without adequate representation of the flow needs of the Apalachicola River and Bay would provide a major disservice to the interests of the Apalachicola River and Bay for many years into the future.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, THAT:**

The Board of County Commissioners of Gadsden County, as a member of the Riparian County Stakeholder Coalition (RCSC), does specifically implore Florida Governor Rick Scott, Florida Department of Environmental Protection Secretary Herschel Vinyard, and the Northwest Florida Water Management District to allocate adequate funding from the 2013 Legislative Appropriation to the Riparian County Stakeholder Coalition (RCSC) for the execution of a contract to fund an Apalachicola River and Bay Flow Needs Assessment for inclusion in the ACF Stakeholders' Sustainable Water Management Plan which will document the Apalachicola River flow requirements.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
GADSDEN COUNTY, FLORIDA

By: \_\_\_\_\_  
Douglas Croley, Chairman

ATTEST:

\_\_\_\_\_  
Nicholas Thomas, Clerk of Circuit Court

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** August 6, 2013

**Date Submitted:** July 24, 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 the Revised Volunteer Fire Department Interlocal Fire and Rescue Service Agreements

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### **Statement of Issue:**

This agenda item seeks Board approval of the revised Interlocal Fire and Rescue Service Agreements between the County and the Concord, Chattahoochee, Greensboro, Gretna, Havana, Midway, Mt. Pleasant, Robertsville/St.Johns, Sycamore, and Wetumpka Volunteer Fire Departments.

### **Background:**

In the July 2, 2013 Board meeting, the County Attorney suggested to the Board that changes be made to the language in the 2013-2016 Interlocal Fire and Rescue Agreement. Attached is a copy of the Agreement with the highlighted changes/corrections made by the Attorney.

### **Analysis:**

The Interlocal Fire and Rescue Service Agreements for each Volunteer Fire Department shall remain in force for a period of three (3) years beginning October 1, 2013 through September 30, 2016.

The City of Midway has requested that the timeframe for their agreement be adjusted to one (1) year instead of three (3) years in order to allow them the time to gather information which may aide them in their effort to negotiate for an increase in funding from the County.

**Fiscal Impact:**

The fiscal impact is the same as the current Interlocal Fire and Rescue Service Agreement between the County and the County Volunteer Fire Departments. The funding 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 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
Midway Volunteer Fire Department	\$ 35,000
Total	\$281,000

**Options:**

1. Approve the revised Volunteer Fire Department Interlocal Fire and Rescue Service Agreement & authorize the Chair to execute the Agreements upon execution by each Volunteer Fire Department.
2. Do not approve the Revised Volunteer Fire Department Interlocal Fire and Rescue Service Agreement.
3. Provide other direction

**County Administrator's Recommendation:**

Option 1

**Attachment:**

Revised Interlocal Fire & Rescue Service Agreement  
Revised Interlocal Fire & Rescue Service Agreement (with markups)

INTERLOCAL FIRE AND RESCUE SERVICES AGREEMENT BETWEEN  
\_\_\_\_\_ VOLUNTEER FIRE DEPARTMENT, INC., AND GADSDEN COUNTY,  
FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2013, by and between the \_\_\_\_\_ Volunteer Fire Department, Inc. (“\_\_\_\_\_”) and Gadsden County, Florida (the “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**, \_\_\_\_\_ maintains a volunteer fire department capable of providing fire and rescue services within the jurisdictional boundaries of Gadsden County; 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 \_\_\_\_\_ 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 \_\_\_\_\_; and

**WHEREAS**, to the extent permitted by law, the County may maintain a liability insurance policy to insure \_\_\_\_\_ against liability when operating to accomplish fire and rescue services only at the express 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 \_\_\_\_\_ recognize that it would be beneficial to both parties to utilize a single fire and rescue service for \_\_\_\_\_ 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. \_\_\_\_\_ 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 \_\_\_\_\_ 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, \_\_\_\_\_ shall respond to any request for mutual aid by another department for fire and rescue services either inside or outside of Gadsden County.
2. To the extent permitted by law, The County may insure against liability for \_\_\_\_\_ while providing fire and rescue services only at the express 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. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of \_\_\_\_\_, and \_\_\_\_\_ shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to an injury or damage allegedly occurring to any person or property which was caused by \_\_\_\_\_ or its employees, officers, or agents. The County shall maintain workers' compensation insurance in accordance with State law for \_\_\_\_\_'s firefighters.
3. Subject to availability, the County shall provide a serviceable vehicle/tanker insured by the County to \_\_\_\_\_ during the term of this agreement to be used only for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to \_\_\_\_\_.
4. \_\_\_\_\_ 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 \_\_\_\_\_ Fire Chief or his 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. Subject to funding (as provided below), the County shall pay \_\_\_\_\_ a total of \$23,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to \_\_\_\_\_ 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>

Subject to Funding. This Agreement is subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

7. \_\_\_\_\_ 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. \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ shall not be restricted by geographic boundaries.

10. \_\_\_\_\_ 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.  
\_\_\_\_\_ will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The \_\_\_\_\_ 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. Either party may terminate this Agreement for cause immediately without notice.
16. \_\_\_\_\_ shall only use the funds received from the County for the provision of fire and rescue services to County residents pursuant to the terms of this Agreement. In the event that \_\_\_\_\_ fails to use the funds provided in accordance with the terms of this Agreement, \_\_\_\_\_ shall be liable for the return of all misused funds to the County.
17. \_\_\_\_\_ expressly recognizes and acknowledges that it is solely responsible for the actions, omissions, maintenance and operation of the \_\_\_\_\_ Volunteer Fire Department and the County shall have no liability or responsibility for any failure or deficiency in the actions, omissions, maintenance or operation of the \_\_\_\_\_ Volunteer Fire Department.
18. Notwithstanding the County's maintenance of workers' compensation insurance for \_\_\_\_\_'s firefighters, the relationship between the County and \_\_\_\_\_ is such that \_\_\_\_\_ shall be an independent contractor for all purposes. Neither \_\_\_\_\_ nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between \_\_\_\_\_ and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of \_\_\_\_\_ or any other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

ATTEST:

\_\_\_\_\_ **VOLUNTEER FIRE  
DEPARTMENT, INC.**

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

JULIE BROWNING, SECRETARY

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

TABATHA BROWNING, PRESIDENT

ATTEST:

**GADSDEN COUNTY, FLORIDA BOARD OF  
COUNTY COMMISSIONERS**

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

NICHOLAS THOMAS, CLERK

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

DOUGLAS CROLEY, CHAIR

APPROVED AS TO FORM:

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

DEBORAH S. MINNIS, COUNTY ATTORNEY

INTERLOCAL FIRE AND RESCUE SERVICES AGREEMENT BETWEEN

\_\_\_\_\_ VOLUNTEER FIRE DEPARTMENT, INC. FLORIDA, AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the \_\_\_\_\_ Volunteer Fire Department, Florida, Inc. hereinafter referred to as (" \_\_\_\_\_ ") and Gadsden County, Florida referred to as (the "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**, \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ Volunteer Fire Department; and

**WHEREAS**, to the extent permitted by law, the County may maintains a liability insurance policy to which will insure \_\_\_\_\_ Volunteer Fire Department against liability when operating to accomplish fire and rescue services only at the express 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 \_\_\_\_\_ Volunteer Fire Department recognize that it would be beneficial to both parties to utilize a single fire and rescue service for \_\_\_\_\_ 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. \_\_\_\_\_ 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 \_\_\_\_\_ 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, \_\_\_\_\_ ~~Volunteer Fire Department~~ shall respond to any request for mutual aid by another department for fire and rescue services either inside or outside of Gadsden County.
2. To the extent permitted by law, The County ~~shall~~ may insure against liability for \_\_\_\_\_ ~~Volunteer Fire Department~~ while providing fire and rescue services only at the express 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. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of \_\_\_\_\_, and \_\_\_\_\_ shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to an injury or damage allegedly occurring to any person or property which was caused by \_\_\_\_\_ or its employees, officers, or agents. The County shall maintain workers' compensation insurance in accordance with State law for \_\_\_\_\_ ~~Volunteer Fire Department's~~ F firefighters.
3. Subject to availability, ~~T~~ the County shall provide a serviceable vehicle/tanker insured by the County to \_\_\_\_\_ ~~Volunteer Fire Department~~ during the term of this agreement to be used only for fire and rescue services as defined in # 1 of this service agreement, at no charge by the County to \_\_\_\_\_ ~~Volunteer Fire Department~~.
4. \_\_\_\_\_ ~~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 \_\_\_\_\_ Fire Chief or ~~his~~ 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. Subject to funding (as provided below), the County shall pay \_\_\_\_\_ ~~Volunteer Fire Department~~ a total of \$23,000.00 per year in four (4) equal quarterly payments. Quarterly payments will be made to \_\_\_\_\_ ~~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>

Subject to Funding. This Agreement is subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

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7. \_\_\_\_\_ ~~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. \_\_\_\_\_ ~~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 \_\_\_\_\_ ~~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 \_\_\_\_\_~~ Volunteer Fire Department shall not be restricted by geographic boundaries.
10. \_\_\_\_\_ 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.  
\_\_\_\_\_ will notify the Fire Coordinator of the purchase so the item and/or equipment can be properly inventoried as per County policy.
12. The \_\_\_\_\_ 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. Either party may terminate this Agreement for cause immediately without notice.
16. \_\_\_\_\_ shall only use the funds received from the County for the provision of fire and rescue services to County residents pursuant to the terms of this Agreement. In the event that \_\_\_\_\_ fails to use the funds provided in accordance with the terms of this Agreement, \_\_\_\_\_ shall be liable for the return of all misused funds to the County.
17. \_\_\_\_\_ expressly recognizes and acknowledges that it is solely responsible for the actions, omissions, maintenance and operation of the \_\_\_\_\_ Volunteer Fire Department and the County shall have no liability or responsibility for any failure or deficiency in the actions, omissions, maintenance or operation of the \_\_\_\_\_ Volunteer Fire Department.
18. Notwithstanding the County's maintenance of workers' compensation insurance for \_\_\_\_\_'s firefighters, the relationship between the County and

\_\_\_\_\_ is such that \_\_\_\_\_ shall be an independent contractor for all purposes. Neither \_\_\_\_\_ nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between \_\_\_\_\_ and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of \_\_\_\_\_ or any other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

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ATTEST:

**VOLUNTEER FIRE  
DEPARTMENT, INC.**

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

JULIE BROWNING, SECRETARY

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

TABATHA BROWNING, PRESIDENT

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ATTEST:

**GADSDEN COUNTY, FLORIDA BOARD OF  
COUNTY COMMISSIONERS**

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

NICHOLAS THOMAS, CLERK

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

DOUGLAS CROLEY, CHAIR

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APPROVED AS TO FORM:

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

DEBORAH S. MINNIS, COUNTY ATTORNEY

**GADSDEN COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**Agenda Request**

**Date of Meeting:** August 6, 2013

**Date Submitted:** July 24, 2013

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

**From:** Robert M. Presnell, County Administrator  
Phyllis R. Moore, SHIP Administrator

**Subject:** Approval of the State Housing Initiative Partnership (SHIP)  
Annual Report and Authorization for BOCC Chairman to Execute

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**Statement of Issue:**

This agenda item seeks the Board of County Commissioners approval and execution of the State Housing Initiative Partnership (SHIP) Annual Report.

**Background:**

Florida Statutes and Florida Administrative Code require each county and eligible municipality to submit annual reports of its affordable housing programs, initiatives, and accomplishments through June 30. The report shall be certified as accurate and complete by the local government's chief elected official or his/her designee. In addition, rules and regulations require the Florida Housing Finance Corporation to review each local government's annual report and provide any comments concerning the effectiveness of all local programs.

**Analysis:**

The report shall be made available by the County for public inspection and comment. The County shall provide notice of the availability of the proposed report and solicit public comment. The notice must state the public place where a copy of the proposed report can be obtained by interested persons. Members of the public may submit written comments about the report to the County and the Corporation.

**Fiscal Impact:**

NONE

**Options:**

Option 1: Approval and Authorization for Chairperson to execute the SHIP Program Annual Report.

Option 2: Do not Approve and Authorize Chairperson to execute the SHIP Program Annual Report.

Option 3: Board Direction

**County Administrator's Recommendation:**

Option 1

**Attachments:**

1. Annual Report

**SHIP Distribution Summary**

**Homeownership**

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1							

**Homeownership Totals:**

**Rentals**

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units

**Rental Totals:**

**Subtotals:**

**Additional Use of Funds**

Use	Expended	Encumbered	Unencumbered
Administrative	\$ .00		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

<b>Totals:</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>
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**Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund**

Source of Funds	Amount
State Annual Distribution	
Program Income (Interest)	\$ .00
Program Income (Payments)	\$ .00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$ .00
<b>Total:</b>	<b>\$ .00</b>

**\* Carry Forward to Next Year: \$ .00**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

**Rental Unit Information**

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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**Recap of Funding Sources for Units Produced ("Leveraging")**

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		
Public Moneys Expended		NaN
Private Funds Expended		NaN
Owner Contribution		NaN
Total Value of All Units	\$ .00	NaN

**SHIP Program Compliance Summary - Home Ownership/Construction/Rehab**

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership		\$ .00	NaN	65%
Construction / Rehabilitation		\$ .00	NaN	75%

**Program Compliance - Income Set-Asides**

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$ .00	#Error
Very Low				\$ .00	#Error
Low				\$ .00	#Error
Moderate				\$ .00	#Error
<b>Totals:</b>	\$ .00	\$ .00	\$ .00	\$ .00	#Error

**Project Funding for Expended Funds Only**

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$ .00	0
Very Low					\$ .00	0
Low					\$ .00	0
Moderate					\$ .00	0
<b>Totals:</b>	\$ .00	0	\$ .00	0	\$ .00	0

**Number of Households/Units Produced**

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Totals:						0

**Characteristics/Age (Head of Household)**

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Totals:						0

**Family Size**

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5+ People	Total
Totals:					0

**Race (Head of Household)**

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Totals:								0

**Special Needs (Any Member of Household)**

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
Totals:								0

**Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside**

Description	Special Target Group	Expended Funds	Total # of Expended Units
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**Status of Incentive Strategies**

Incentive Strategy:

Adopting Ordinance or Resolution Number or identify local policy:

Implementation Schedule (Date):

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

**Support Services**

**Other Accomplishments**

**Availability for Public Inspection and Comments**

**Default and Foreclosure**

**Mortgage Foreclosures**

- A. Very low income households in foreclosure:
- B. Low income households in foreclosure:
- C. Moderate households in foreclosure:

**Mortgage Defaults**

- A. Very low income households in default:
- B. Low income households in default:
- C. Moderate households in default:

**Welfare to Work Programs**

**Strategies and Production Costs**

Strategy	Average Cost

**Expended Funds**

Total Unit Count: 0

Total Expended Amount:

**SHIP Distribution Summary**

**Homeownership**

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation	\$391,971.00	16				
<b>Homeownership Totals:</b>		<b>\$391,971.00</b>	<b>16</b>				

**Rentals**

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
<b>Rental Totals:</b>							
<b>Subtotals:</b>		<b>\$391,971.00</b>	<b>16</b>				

**Additional Use of Funds**

Use	Expended	Encumbered	Unencumbered
Administrative	\$4,214.59	\$13,120.54	
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

<b>Totals:</b>	<b>\$396,185.59</b>	<b>16</b>	<b>\$13,120.54</b>	<b>\$ .00</b>
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**Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund**

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$585.54
Program Income (Payments)	\$54,506.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$ .00
<b>Total:</b>	<b>\$405,091.54</b>

**\* Carry Forward to Next Year: -\$4,214.59**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

**Rental Unit Information**

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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**Recap of Funding Sources for Units Produced ("Leveraging")**

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$391,971.00	92.97%
Public Moneys Expended	\$29,215.56	6.93%
Private Funds Expended		.00%
Owner Contribution	\$432.00	.10%
Total Value of All Units	\$421,618.56	100.00%

**SHIP Program Compliance Summary - Home Ownership/Construction/Rehab**

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$391,971.00	\$350,000.00	111.99%	65%
Construction / Rehabilitation	\$391,971.00	\$350,000.00	111.99%	75%

**Program Compliance - Income Set-Asides**

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$192,521.00			\$192,521.00	47.53%
Very Low	\$100,680.00			\$100,680.00	24.85%
Low	\$98,770.00			\$98,770.00	24.38%
Moderate				\$0.00	.00%
<b>Totals:</b>	\$391,971.00	\$0.00	\$0.00	\$391,971.00	96.76%

**Project Funding for Expended Funds Only**

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$192,521.00			7	\$192,521.00	7
Very Low	\$100,680.00			5	\$100,680.00	5
Low	\$98,770.00			4	\$98,770.00	4
Moderate					\$0.00	0
<b>Totals:</b>	\$391,971.00	0	\$0.00	16	\$391,971.00	16

**Number of Households/Units Produced**

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
		7	5	4		16
<b>Totals:</b>		<b>7</b>	<b>5</b>	<b>4</b>		<b>16</b>

**Characteristics/Age (Head of Household)**

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
				6	10	16
<b>Totals:</b>				<b>6</b>	<b>10</b>	<b>16</b>

**Family Size**

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
		9	6	1	16
<b>Totals:</b>		<b>9</b>	<b>6</b>	<b>1</b>	<b>16</b>

**Race (Head of Household)**

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
		1	15					16
<b>Totals:</b>		<b>1</b>	<b>15</b>					<b>16</b>

**Special Needs (Any Member of Household)**

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
			3		10			13
<b>Totals:</b>			<b>3</b>		<b>10</b>			<b>13</b>

**Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside**

Description	Special Target Group	Expended Funds	Total # of Expended Units
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**Expended Funds**

<b>Strategy</b>	<b>Full Name</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>	<b>Expended Funds</b>	<b>Unit Counted</b>
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Gadsden County 2011 Interim-1

**SHIP Distribution Summary**

**Homeownership**

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation			\$25,000.00			

**Homeownership Totals:** **\$25,000.00**

**Rentals**

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units

**Rental Totals:**

**Subtotals:** **\$25,000.00**

**Additional Use of Funds**

Use	Expended	Encumbered	Unencumbered
Administrative			
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

<b>Totals:</b>	<b>\$ .00</b>	<b>\$25,000.00</b>	<b>\$ .00</b>
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**Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund**

Source of Funds	Amount
State Annual Distribution	\$25,000.00
Program Income (Interest)	
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	-\$4,214.59
<b>Total:</b>	<b>\$20,785.41</b>

**\* Carry Forward to Next Year: -\$4,214.59**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

**Rental Unit Information**

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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**Recap of Funding Sources for Units Produced ("Leveraging")**

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		
Public Moneys Expended		NaN
Private Funds Expended		NaN
Owner Contribution		NaN
Total Value of All Units	\$ .00	NaN

**SHIP Program Compliance Summary - Home Ownership/Construction/Rehab**

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership		\$25,000.00	.00%	65%
Construction / Rehabilitation		\$25,000.00	.00%	75%

**Program Compliance - Income Set-Asides**

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$ .00	.00%
Very Low				\$ .00	.00%
Low				\$ .00	.00%
Moderate				\$ .00	.00%
<b>Totals:</b>	\$ .00	\$ .00	\$ .00	\$ .00	.00%

**Project Funding for Expended Funds Only**

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$ .00	0
Very Low					\$ .00	0
Low					\$ .00	0
Moderate					\$ .00	0
<b>Totals:</b>	\$ .00	0	\$ .00	0	\$ .00	0

**Number of Households/Units Produced**

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Totals:						0

**Characteristics/Age (Head of Household)**

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Totals:						0

**Family Size**

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Totals:					0

**Race (Head of Household)**

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Totals:								0

**Special Needs (Any Member of Household)**

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
Totals:								0

**Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside**

Description	Special Target Group	Expended Funds	Total # of Expended Units
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**Expended Funds**

<b>Strategy</b>	<b>Full Name</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>	<b>Expended Funds</b>	<b>Unit Counted</b>
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Gadsden County 2012 Interim-2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	SHIP PROGRAM TRACKING REPORT FOR ENCUMBERED/COMMITTED, EXPENDED AND UNENCUMBERED FUNDS											
																																																										A	B	C	D	E	F	G	H	I	J	K	L
SHIP FUNDS - UNENCUMBERED, ENCUMBERED/COMMITTED & EXPENDED BALANCES																																																																					
Project No. and/or Recipient Name	Amount Encumbered/Committed (See Note 1)	Date Funds Encumbered/Committed	Income Level			Application Fell Thru	1st Draw	2nd Draw	Final Draw	Final Disburse. Date	Total SHIP Funds Fully Expended as of F.D.D (See Note 2)	Running Balance		Expended	ELI	VL																																																					
			VL	L	Med							Total	Set mtd																																																								
11 Johnny & Myra Scott							\$26,812.00		\$18,653.00	12/19/11	\$45,465.00	\$0.00	\$0.00																																																								
12 1394 South Atlanta Street Quincy, FL			X								\$45,465.00	(\$45,465.00)	\$45,465.00	X	0																																																						
14 Annie Morris						\$15,560.00		\$32,540.00	01/06/12	\$48,100.00	\$0.00	(\$45,465.00)	\$48,100.00	X	0																																																						
15 23 Long Branch Road Midway, FL			X								\$0.00	(\$93,565.00)	\$0.00	X	0																																																						
17 Pasty Swain						\$12,720.00		\$16,280.00	01/06/12	\$29,000.00	\$0.00	(\$93,565.00)	\$29,000.00	X	0																																																						
18 221 Gay Street Havana, FL			X								\$0.00	(\$122,565.00)	\$0.00	X	0																																																						
20 Eddie Smith											\$0.00	(\$122,565.00)	\$0.00	X	0																																																						
21 808 MLK Blvd Quincy, FL				X				\$17,175.00	03/27/12	\$17,175.00	\$0.00	(\$139,740.00)	\$17,175.00	X	0																																																						
22 Sherry Copeland											\$0.00	(\$139,740.00)	\$0.00	X	0																																																						
24 601 Simpson Street Chattahoochee, FL						\$13,560.00		\$25,590.00	05/04/12	\$39,150.00	\$0.00	(\$178,890.00)	\$39,150.00	X	0																																																						
25 Wilma Colston						\$16,472.00		\$26,778.00	05/18/12	\$43,250.00	\$0.00	(\$178,890.00)	\$43,250.00	X	0																																																						
27 660 Peters Road Midway, FL			X								\$0.00	(\$222,140.00)	\$0.00	X	0																																																						
29 Lula Banks											\$0.00	(\$222,140.00)	\$0.00	X	0																																																						
30 1106 Point Milligan Road Quincy, FL			X					\$14,925.00	05/31/12	\$14,925.00	\$0.00	(\$237,065.00)	\$14,925.00	X	0																																																						
31 Beverly Dixon											\$0.00	(\$237,065.00)	\$0.00	X	0																																																						
33 1658 Hardin Street Quincy, FL				X		\$9,580.00		\$3,795.00	07/27/12	\$7,375.00	\$0.00	(\$237,065.00)	\$7,375.00	X	0																																																						
34 Jo Ann Mathis											\$0.00	(\$244,440.00)	\$0.00	X	0																																																						
36 40 Barnes Street Chattahoochee, FL				X		\$2,742.00		\$13,330.44	08/31/12	\$16,072.44	\$0.00	(\$244,440.00)	\$16,072.44	X	0																																																						
37 Rosa Donaldson											\$0.00	(\$260,512.44)	\$0.00	X	0																																																						
39 157 Dorsey Smith Lane Quincy, FL			X					\$23,557.56	08/31/10	\$23,557.56	\$0.00	(\$284,070.00)	\$23,557.56	X	0																																																						
41 Agnes Jackson											\$0.00	(\$284,070.00)	\$0.00	X	0																																																						
42 5507 Bonnie Hill Chattahoochee, FL			X			\$2,160.00		\$28,770.00	10/15/10	\$30,930.00	\$0.00	(\$315,000.00)	\$30,930.00	X	0																																																						
43 Mildred Chandler											\$0.00	(\$315,000.00)	\$0.00	X	0																																																						
44 408 4th Street Havana, FL				X		\$2,210.00		\$12,790.00	02/15/13	\$15,000.00	\$0.00	(\$330,000.00)	\$15,000.00	X	0																																																						
46 Gloria Cladd											\$0.00	(\$330,000.00)	\$0.00	X	0																																																						
47 201 South Ward Quincy, FL			X					\$11,984.00	03/31/13	\$11,984.00	\$0.00	(\$341,984.00)	\$11,984.00	X	0																																																						
Totals	\$0.00		0	0	0	\$95,816.00	\$0.00	\$246,188.00		\$341,984.00	\$0.00	(\$341,984.00)	\$341,984.00	0	0																																																						
Income Level Percentages:												Totals				Funds Unencumbered:																																																					
			0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																																																						
Note 1: Encumbered means that moneys have been committed by contract, purchase order, or letter of commitment/award in a manner that obligates the county, eligible municipality, or interlocal entity to expend the encumbered amount upon delivery of goods, the rendering of services, or the conveyance of real property by a vendor, supplier, contractor, or owner.																																																																					
Note 2: Expended means the affordable housing activity is complete and SHIP moneys have been transferred from the local housing assistance trust fund account to pay for the cost of the activity. This definition will apply when the project is completed as evidenced by documentation of final payment to the contractor and release of all lien waivers, issuance of the certificate of occupancy by the local building department, and occupancy by an eligible person or eligible household.																																																																					

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W											
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Local Government:																																	
State Fiscal Year Ending:																																	
Strategy # and Name:																																	
Maximum Award per Unit:																																	
<b>SHIP Funds - Unencumbered, Encumbered/Committed &amp; Expended Balances</b>																																	
Project No. and/or Recipient Name	Amount Encumbered/Committed (See Note 1)	Date Funds Encumb/Committed	Income Level			Closing/App. Fell Thru	1st Draw	2nd Draw	Final Draw	Final Disburse. Date	Total SHIP Funds Fully Expended as of F.D.D. (See Note 2)	Running Balance		Expended	ELI	VL																	
			Month/Day/Year	Month	Year							Total	Set met																				
71 Ethel Walker											\$32,547.00	\$0.00	\$0.00																				
72 89 Williams Lane Quincy, FL						\$13,542.80		\$19,004.20	05/31/13	\$32,547.00	\$32,547.00	\$0.00	\$32,547.00	X	X	0																	
73 Hilda Jones											\$12,715.00	\$0.00	\$0.00																				
74 888 Rosedale Tower Road Chattahoochee, FL											\$4,725.00	\$0.00	\$0.00																				
75 Juanita Gee												\$0.00	\$0.00																				
76 1007 MLK Blvd. Quincy, FL												\$0.00	\$0.00																				
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118												\$0.00	\$0.00																				
<b>Totals</b>												\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Income Level Percentages:</b>												0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
<b>Total</b>												\$49,987.00	\$36,444.20	\$0.00	\$13,542.80	\$0.00	\$49,987.00	\$49,987.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Funds Unencumbered:</b>												\$49,987.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Note 1:</b>												Encumbered means that moneys have been committed by contract, purchase order, or letter of commitment/award in a manner that obligates the county, eligible municipality, or interlocal entity to expend the encumbered amount upon delivery of goods, the rendering of services, or the conveyance of real property by a vendor, supplier, contractor, or owner.																					
<b>Note 2:</b>												This definition will apply when the project is completed as evidenced by documentation of final payment to the contractor and release of all lien waivers, issuance of the certificate of occupancy by the local building department, and occupancy by an eligible person or eligible household.																					



A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
59																						
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61	<b>SHIP PROGRAM TRACKING REPORT FOR ENCUMBERED/COMMITTED, EXPENDED AND UNENCUMBERED FUNDS</b>																					
62	Local Government:																					
63	State Fiscal Year Ending:																					
64	Strategy # and Name:																					
65	Maximum Award per Unit:																					
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68	<b>SHIP Funds - Unencumbered, Encumbered/Committed &amp; Expended Balances</b>																					
69	Project No. and/or Recipient Name	Amount Encumbered/Committed (See Note 1)	Date Funds Encumb/Committed Month/Day/Year	Income Level	ELI	VL	L	Med	Total	Closing/App. Fall Thru	1st Draw	2nd Draw	Final Draw	Final Disburse. Date	Total SHIP Funds Fully Expended as of F.D.D (See Note 2)	Running Balance	Set met!	Expended	ELI	VL		
70																						
71	Ethel Walker				X				0		\$13,542.80		\$19,004.20	05/31/13	\$32,547.00	\$0.00	\$0.00	\$0.00	X	0		
72	89 Williams Lane Quincy, FL								0							(\$32,547.00)		\$0.00	X	0		
73	Hilda Jones				X				0							(\$32,547.00)		\$0.00	X	0		
74	588 Resedale Tower Road Chattahoochee, FL								0							(\$45,262.00)		\$0.00	X	0		
75	Juanita Gee					X			0							(\$45,262.00)		\$0.00	X	0		
76	1007 MLK Blvd. Quincy, FL								0							(\$49,987.00)		\$0.00	X	0		
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166									0							(\$49,987.00)		\$0.00	X	0		

CERTIFICATION  
For Implementation of  
Regulatory Reform Activities  
Required by S.H.I.P.

On behalf of GADSDEN COUNTY, FLORIDA, I hereby certify that the following information  
(NAME OF LOCAL GOVERNMENT)  
is true and accurate as of the date of submission:

- 1) Permits as defined in s.163.3164(7) and (8)\* for affordable housing projects are expedited to a greater degree than other projects; and
- 2) There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
- 3) The cumulative cost per newly constructed housing per housing unit, from these actions for \*\*FY 11/12 is estimated to be \$ 0.00.
- 4) The cumulative cost per rehabilitated housing per housing unit, from these actions for \*\*FY 11/12 is estimated to be \$ 24,498.19.

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_  
Witness Chief Elected Official

**Douglas Croley, BOCC Chairperson**  
(Type) Name and Title

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_  
Witness County/City Administrator  
(whichever applies)

**Robert M. Presnell, County Administrator**  
(Type) Name and Title

Or

\_\_\_\_\_  
Attest (Seal)

Note: This form will be utilized beginning with \*\*FY 2003/2004

\_\_\_\_\_  
\* 163.3164(7) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit. 163.3164(8) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land

CERTIFICATION  
Required by S.H.I.P.

On behalf of GADSDEN COUNTY, FLORIDA, I hereby certify that the following information  
(NAME OF LOCAL GOVERNMENT)  
is true and accurate as of the date of submission:

\_\_\_\_\_  
Date \_\_\_\_\_  
Witness \_\_\_\_\_ Chief Elected Official \_\_\_\_\_  
Date \_\_\_\_\_

Douglas Croley, BOCC Chairperson  
(Type) Name and Title

\_\_\_\_\_  
Date \_\_\_\_\_  
Witness \_\_\_\_\_ County/City Administrator \_\_\_\_\_  
(whichever applies)

Robert M. Presnell, County Administrator  
(Type) Name and Title

Or

\_\_\_\_\_  
Date 08/06/2013  
Attest (Seal)

Note: This form will be utilized beginning with \*\*FY 2003/2004

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** August 6, 2013  
**Date Submitted:** July 24, 2013  
**To:** Honorable Chairperson and Members of the Board  
**From:** Robert Presnell, County Administrator  
Tommy Baker, EMS Director  
**Subject:** Approval to Pursue Option For Securing A New EMS Facility

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### **Statement of Issue:**

This item seeks Board approval to pursue options for securing a new facility to house the EMS operation.

### **Background:**

The EMS main station is currently located at 412 East Jefferson Street in Quincy. This facility is the previous site of the County Extension Service and the Canning Center. This building was constructed in the 1960's and was adapted for use as an EMS site in 1984-1985. This facility consists of two buildings with approximately 4,000 square feet of heated area and various out buildings for storage and equipment bays. The current operation has outgrown this facility and the condition of the buildings has deteriorated significantly. The need for a new EMS facility was identified in 2006 in the Gadsden County Local Mitigation Strategy; however it was deferred due to a lack of funding.

### **Analysis:**

Estimated new construction cost for a facility that would meet the needs of EMS is estimated at \$1.5 – 2.0 million. Capital City Bank has a property located at 23617 Blue Star Highway in Quincy that is available for purchase. Capital City Bank has agreed to seek grant funding for the purchase and renovation of this facility for an EMS station.

### **Fiscal Impact:**

The proposed grant funding would cover the costs of purchase, renovations and furnishings for this facility to meet the needs of EMS. The grants being considered would require no cash match from the County and Capital City Bank will assist with the grant

applications. If the Board approves this concept, the standard real estate contract will need legal review.

**Options:**

1. Conceptual approval of the project and authorization for the County Attorney to review the proposed contract.
2. Do not approve the project and do not authorize the County Attorney to review the proposed contract.
3. Board Direction.

**County Administrators Recommendation:**

1. Option 1

**Attachment(s):**

1. Real Estate Contract
2. Disclosure Addendum
3. Exhibit A
4. Addendum to Real Estate Sales Contract

**REAL ESTATE SALES CONTRACT**

This Real Estate Sales Contract (the "Contract") is entered into by and between the undersigned Purchaser(s) and the undersigned Seller wherein Purchaser(s) agree(s) to buy, and the Seller agrees to sell, all that tract of land and improvements described as follows:

23617 Blue Star Highway

See attached: Exhibit A for legal description and Addendum B detailing purchase

including all lighting fixtures thereto, and all heating, water heating, and plumbing equipment therein, and also all plants, trees and shrubbery now on the premises (the "Property").

The purchase price of the Property shall be **\$525,000** (the "Purchase Price") to be paid as follows: CASH AT CLOSING (or through such financing as Purchaser(s) shall obtain, including possible financing through the Seller bank, although financing is not a condition of closing, and Purchaser(s) hereby acknowledge and confirm that under no circumstances is financing through the Seller bank guaranteed).

[Check as applicable]  Seller hereby (check one) acknowledges Purchaser(s) has/have paid to Seller(s) \$ 0 or  Purchaser(s) shall deposit \$20,000 with Seller on or before \_\_\_\_\_, which earnest money is to be applied as part payment of the Purchase Price at the time the sale is consummated. In the event the foregoing deposit has not been paid in the manner and by the time aforesaid, Seller may at its option terminate this Contract whereupon this Contract shall automatically become null and void, and of no further force or effect.

Seller makes NO WARRANTIES as to the condition of the Property or the status of the title of the Property. No wood destroying organism, well-septic or other inspection has been performed by Seller and none are required. This sale is "AS IS" and title will be conveyed by Seller to Purchaser(s) by way of a "Special Warranty Deed." However, should Purchaser(s) desire to examine title the Property, Purchaser(s) may do so at his/her/their/its own expense within ten (10) days of the Effective Date hereof, and shall be entitled to a refund of the earnest money paid unless Seller(s) is willing and able to correct any such title problems prior to closing.

Seller and Purchaser(s) agree that such papers as may be legally necessary to carry out the terms of this Contract shall be executed and delivered by such parties at the time the sale is consummated.

Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as they are on the Effective Date (as hereinafter defined), normal wear and tear excepted. However, should the Property be destroyed or substantially damaged before the Closing, then at the election of the Purchaser(s), the Contract may be canceled and the earnest money returned to the Purchaser(s) by Purchaser(s) delivering to Seller written notice of termination of the Contract. This election to terminate the Contract must be exercised within ten (10) days after the amount of the Seller's damage is determined or such termination right shall automatically be deemed waived by Purchaser(s).

If sale under this Contract is not timely consummated due to fault or election of Purchaser(s), except as otherwise set out herein, the earnest money shall be forfeited by Purchaser(s) and retained by Seller as liquidated damages.

Time is of the essence of this Contract.

This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No

representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

The following stipulations shall, if conflicting with printed matter, control:

1. County and City property taxes and any assessments on the Property will be prorated at closing. Currently due and pas due tax bills, if any, shall be deducted from Seller's gross proceeds and paid in full at closing.
2. The consummation of the transaction contemplated by this Contract shall occur on or before March 31, 2014 at 5:00 P.M.
3. Possession of the Property (subject to the rights of other parties in possession, if any) shall be delivered by Seller to Purchaser(s) no later than the date of closing.
4. Seller shall pay for Florida Real Estate Tax a/k/a documentary stamp taxes; and
5. Purchaser shall for all other closing costs including, but not limited to, any and all loan closing costs.

Purchaser(s) acknowledge receipt of the Disclosure Addendum attached hereto and incorporated herein by reference.

This Contract shall be regarded as an offer by the Purchaser(s) or Seller first executing this Contract and is open for acceptance by the other until 5 o'clock P.M. on the following day; by which time written acceptance of such offer must have been made. The "Effective Date" hereof shall be deemed to be the date of the last party's execution hereof. Any notices required to be sent in conjunction with the Contract should be sent by United States Mail (certified - return receipt), facsimile or e-mail at the addresses in the signature blocks hereinafter. For purposes of Notices, the same shall be received on the date reflected on the return receipt or on the date of the facsimile or e-mail (if either occurs after 5:00 p.m., the following weekday shall be deemed the date of receipt). This Contract may be executed by facsimile and in multiple counterparts, each of which shall be deemed for all purposes to be an original, but all of which shall constitute one and the same contract. This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

CAPITAL CITY BANK, Seller

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013

By: Emory Mayfield, Director Special Assets

Attention: STERLING BRYANT  
 Post Office Box 900  
 Tallahassee, Florida 32302  
 Facsimile: (850) 402-8029  
 E-mail: MAYFIELD.EMORY@ccbg.com

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
 , Purchaser  
 \_\_\_\_\_  
 , Purchaser  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail \_\_\_\_\_

### DISCLOSURE ADDENDUM

The following disclosures are required to be made by the laws of the State where the property is located.

1. **RADON GAS:** Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department..
  2. **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Purchaser(s) is/are concerned or desire(s) additional information regarding mold, Purchaser(s) is/are advised to contact an appropriate professional.
  3. **FLOOD ZONE; ELEVATION CERTIFICATION:** PURCHASER(S) is/are advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by PURCHASER(S)' lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, PURCHASER(S) may terminate this Contract by Delivering written notice to SELLER within 20 days after Effective Date, failing which PURCHASER(S) accept(s) existing elevation of buildings and flood zone designation of Property.
  4. **LAND USE DISCLAIMER:** Land use regulations are unpredictable and constantly changing. The Property is subject to a Comprehensive Land Use Plan for the jurisdiction in which it is located. The use of the Property may also be affected by restrictive covenants, easements, zoning restrictions, or other land use restrictions. PURCHASER(S) is/are also advised that if the Property lies within the boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. PURCHASER(S) should contact the appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan and zoning restrictions. This Contract is not contingent upon any land use issue. PURCHASER(S) accept(s) the Property subject to all current covenants, restrictions, and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract.
- SELLER makes no representations regarding whether the Property is suitable for PURCHASER(S)' intended use of the Property. SELLER disclaims any liability regarding covenants, restrictions, and easements of record, and government land use regulations. PURCHASER(S) release SELLER from any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government land use regulations, or any other statements or representations regarding the use or potential use of the Property.
5. **PURCHASER(S) ACKNOWLEDGE AND AGREE THAT THE PURCHASE AND SALE OF THE PROPERTY CONTEMPLATED BY THIS CONTRACT IS "AS-IS" WITH ALL FAULTS, PATENT AND LATENT, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, PROPERTY VALUE, OPERATING HISTORY, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER(S) REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER(S)' CONSULTANTS, AND UPON CLOSING, SHALL ASSUME THE RISK OF ALL ADVERSE MATTERS. NO CONDITIONS OR CONTINGENCIES EXIST WITH REGARD TO PURCHASER(S)' PERFORMANCE, EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT.**

**DISCLOSURE ADDENDUM (INCLUDE PAGE FOR RESIDENTIAL)**

6. ENERGY BROCHURE: PURCHASER(S) acknowledge(s) receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
7. LEASE-BASED PAINT: If the property includes pre-1978 residential housing a lead-based paint rider is mandatory.
8. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: PURCHASER(S) SHOULD NOT EXECUTE THIS CONTRACT UNTIL PURCHASER(S) HAS/HAVE RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.

IF THE DISCLOSURE SUMMARY REQUIRED BY §720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER(S) BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY PURCHASER(S) BY DELIVERING TO SELLER OR SELLER'S AGENT WRITTEN NOTICE OF THE PURCHASER(S)' INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. PURCHASER(S)' RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

9. PROPERTY TAX DISCLOSURE SUMMARY: PURCHASER(S) SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER(S) MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASER. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
10. SEWER; SEPTIC TANKS: It is the responsibility of the PURCHASER(S) to contact the appropriate utility department to determine if a sewer is currently in use. If the Property is on a septic tank system, it is the responsibility of PURCHASER(S) to contact the local health department regarding the continued use of that system.

EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 3 WEST, GADSDEN COUNTY, FLORIDA, AND THENCE RUN SOUTH 89 DEGREES 20 MINUTES 59 SECONDS WEST 372.76 FEET, ALONG THE SOUTH BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. 90 (S.R. 10), THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS: NORTH 47 DEGREES 35 MINUTES 01 SECONDS WEST 727.77 FEET TO A POINT, THENCE SOUTH 42 DEGREES 24 MINUTES 59 SECONDS WEST 25.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS: NORTH 47 DEGREES 35 MINUTES 01 SECONDS WEST 219.51 FEET TO A POINT OF A CURVE CONCAVE TO THE NORTHEAST, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 11,359.20 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 38 MINUTES 34 SECONDS, AN ARC DISTANCE OF 127.43 FEET (CHORD OF SAID ARC BEING NORTH 47 DEGREES 15 MINUTES 44 SECONDS WEST 127.43 FEET) TO A POINT, THENCE NORTH 42 DEGREES 24 MINUTES 59 SECONDS EAST 10.0 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 11,349.20 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 56 MINUTES 19 SECONDS, AN ARC DISTANCE OF 185.90 FEET (CHORD OF SAID ARC BEING NORTH 46 DEGREES 28 MINUTES 18 SECONDS WEST 185.90 FEET) TO A POINT ON THE WEST BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN NORTH 00 DEGREES 37 MINUTES 25 SECONDS WEST 182.39 FEET ALONG SAID WEST BOUNDARY TO A POINT, THENCE NORTH 88 DEGREES 51 MINUTES 12 SECONDS EAST 464.73 FEET TO A POINT, THENCE SOUTH 66 DEGREES 41 MINUTES 57 SECONDS EAST 265.69 FEET TO A POINT, THENCE SOUTH 35 DEGREES 16 MINUTES 41 SECONDS WEST 559.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF HOLLEY CIRCLE.

Tax Parcel Identification No.: 3162N3W0000003431000

**ADDENDUM TO REAL ESTATE SALES CONTRACT**

This Addendum to Real Estate Sales Contract (the "Addendum") is made part of that certain PURCHASE AND SALE AGREEMENT (the "Agreement") of even date herewith by and between CAPITAL CITY BANK ("Seller") and GADSDEN COUNTY, a charter county and political subdivision of Florida, through its Board of County Commissioners (the "Board"), its successors and assigns ("Purchaser"). In the event of a conflict or inconsistency between this Addendum and this Agreement, the terms and conditions of this Addendum shall be deemed controlling. Unless otherwise indicated, capitalized terms used in this Addendum shall have the same meaning as given to such terms in the Agreement. In addition to the obligations of Seller and Purchaser contained in the Agreement, Seller and Purchaser hereby agree as follows:

1. Purchaser's obligation to close under the Agreement is contingent upon Purchaser receiving approval of a community development block grant for not less than \$750,000 (the "Grant"). Purchaser intends to use the Grant so that \$525,000 of the proceeds of the Grant would help pay the Purchase Price (as defined in the Agreement) and \$225,000 of the proceeds of the Grant would be used to pay for improvements to retrofit the Property.

2. Purchaser agrees to complete and submit its application for the Grant on or before January 1, 2014, 2013, and shall deliver a copy of its application for the Grant to Seller no later than five (5) days after submission. In addition, Purchaser shall diligently, continuously, and in good faith pursue the Grant and notify Seller of the issuance of all letters and other written communications related to the Grant and enclose with such notification copies of such letters and communications. Seller shall use good faith efforts to assist Purchaser in its submittal of its application for the Grant, provided that Seller shall not be required to assist in a manner that would require Seller to incur any cost or expense or affect Seller's rights in the Property prior to Closing. Purchaser will otherwise keep Seller apprised of all developments, schedules and approvals related to the Grant. If Purchaser fails to submit the Application when required or otherwise fails to perform its obligations under this paragraph, Seller may at its option terminate this Contract by written notice to Purchaser whereupon any earnest money being held will be disbursed to Seller without further action or notice and this Contract shall automatically become null and void, and of no further force or effect, except for the obligations of Purchaser that expressly survive hereunder.

3. If this Agreement is still in effect and the Grant has not been approved on or before March 1, 2014, then either party may cancel this Contract by delivering written notice to the other, in which case any earnest money being held will be refunded to Purchaser and this Contract shall automatically become null and void, and of no further force or effect, except for the obligations of Purchaser that expressly survive hereunder.

4. This Addendum may be executed in multiple counterparts, and delivered by facsimile, in a legally binding manner.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and sealed as of the day and year first above written.

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
Printed Name

**SELLER:**

**CAPITAL CITY BANK**

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

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

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

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

\_\_\_\_\_  
Witness as to Purchaser

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness as to Purchaser

\_\_\_\_\_  
Printed Name

APPROVED AT PUBLIC HEARING:

ATTEST:

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

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

APPROVED AS TO FORM:

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

County Attorney

**PURCHASER:**

**GADSDEN COUNTY, FLORIDA**

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

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

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

**GADSDEN COUNTY, FLORIDA**

**BY ITS BOARD OF COUNTY COMMISSIONERS**

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

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

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

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

## **Gadsden County Board of County Commission Agenda Request**

**Date of Meeting:** August 6, 2013

**Date Submitted:** July 19, 2013

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

**From:** Robert Presnell, County Administrator  
Jill A. Jeglie, Interim Planning & Comm. Development Director

**Subject:** Public Hearing – Consideration of Resolution 2013-013 to name an Un-named Creek “Lewis Creek” as requested by Lewis A. Ward and Required by The U.S. Board of Geographic Names.

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### **Statement of Issue:**

Gadsden County resident, Mr. Lewis A. Ward of 2977 Kemp Road, is requesting that 9,800 feet of an unnamed creek in Gadsden County, east of Havana, Florida be named “Lewis Creek” and that Resolution 2013-013 be forwarded to the U.S. Board of Geographic Names establishing the Board’s recommendation of approval for the name change.

### **Background:**

On September 28, 2012, Mr. Ward requested in writing that the Board of County Commissioners (BOCC) officially name an un-named creek bordering his property as ‘Lewis Creek’ (See Attachment #2). Pursuant to Mr. Ward, members of the Lewis family have owned property off Kemp Road since 1910 and the creek was informally referred to as Lewis Creek. On March 13, 2013, Mr. Ward submitted an on-line application proposal to the U.S. Board of Geographic Names (USBGN) in Reston, Virginia to name a local un-named creek in unincorporated Gadsden County as “Lewis Creek” (See Attachment #3). The Florida State Names Authority, who obtains names for hydrography features within the State from the USBGN, has “No Objection” to the proposed name, but defers to the County. According to Mr. Ward, for the past century, the creek has unofficially been called “Lewis Creek” by surrounding residents. Mr. Ward’s grandparents built their home near the creek in 1915, and he presently lives adjacent to the creek on Kemp Road. Upon Gadsden County BOCC’s approval, the name will be placed on a docket and brought before the U.S. Board of Geographic Names for a final vote of approval.

**Analysis:**

The “Un-named Creek” is within the Bryan’s Mill Ochlocknee River Creek Basin as shown on maps provided by the Northwest Florida Water Management District. After researching the U.S. Geographic Names Information System and National Hydrography Data Set databases, there were no other creeks found in Gadsden County with the name “Lewis Creek”. Thus, this creek would be the only creek in Gadsden County with this name. Of the 9,800(+) foot length creek bed, Mr. Ward owns roughly 637 feet of land adjacent to the “Un-named Creek”. The creek begins just south of Fairbanks Ferry Road, and extends southward to the Ochlocknee River. The proposed name change does not apply to the privately owned lake located between the two segments of the creek.

**Fiscal Impact:**

No fiscal impact will be associated with the approval of Resolution 2013-013 and the subsequent naming of “Lewis Creek. As well, there will not be an impact to County residents because creek name changes do not require a change to property owner mailing addresses or stationery.

**Public Notice:**

This request is not subject to County public notice requirements pursuant to the Land Development Regulations. However, it has been advertised in the local papers and a public hearing notice was mailed to property owners adjacent to the subject creek.

**Options:**

1. Approve Resolution 2013-013 naming 9,800± feet of the currently un-named creek “Lewis Creek” and authorize the Chair to execute Resolution #2013-013 and the USGS Name Change Form.
2. Do not approve Resolution 2013-013.
3. Board Discretion.

**Attachments:**

1. Public Advertisement
2. Letter from Lewis Ward to Gadsden County Commission
3. Email from U.S. Board of Geographic Name Changes to Lewis Ward
4. Map of Creek Basin and Tributary
5. Resolution 2013-013
6. USGS Geographic Name Proposal Recommendation Page for Chair’s Signature

## NOTICE OF INTENT

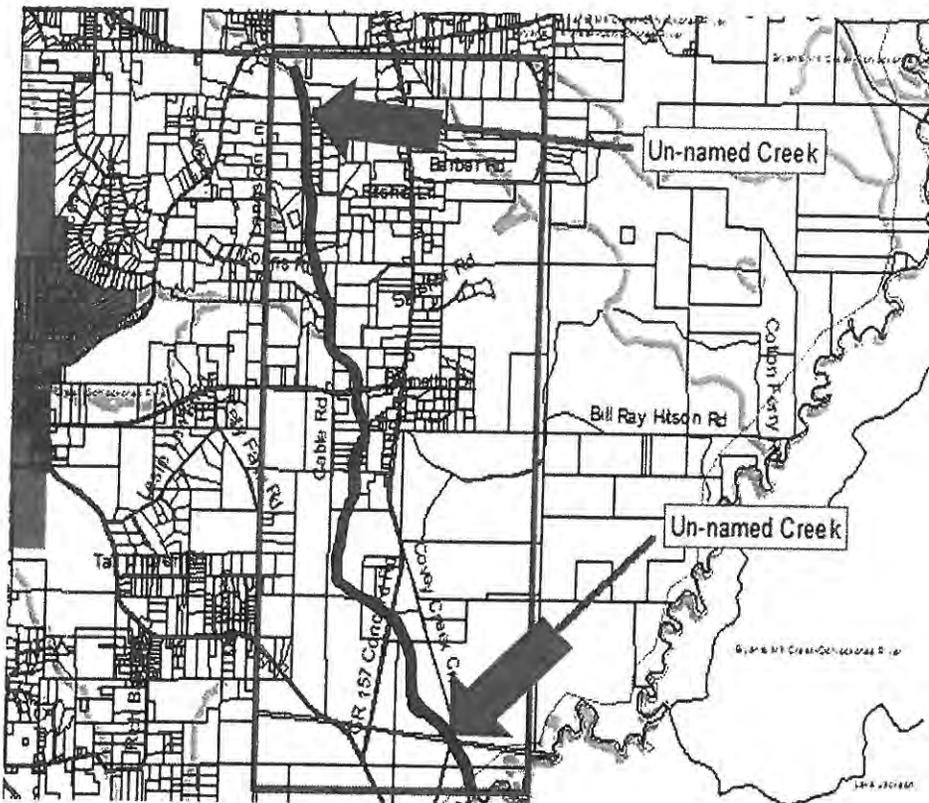
**NOTICE IS HEREBY GIVEN** to all concerned that the **Gadsden County Board of County Commissioners** at their regularly scheduled meeting on Tuesday, August 6, 2013 at 6:00 p.m. intends to hear the following:

**Public Hearing – Naming an “Un-named Creek” to “Lewis Creek”.** A Public Hearing to consider a resolution naming 9.800+ feet of un-named creek within the “Bryan’s Mill - Ochlocknee River Creek Basin to Lewis Creek extending from Fairbanks Ferry Road east of Havana to the Ochlocknee River along Concord Road, as required by the U.S. Board of Geographic Names and Florida State Names Authority.

The public hearing will be held in the County Commission Chambers located at 7 E. Jefferson Street, Quincy, FL. Persons wishing to review the agenda packet for the above project may review it on the County website at [gadsdengov.net](http://gadsdengov.net) or come to the Planning & Community Development Department at 1B E. Jefferson St., Quincy, FL.

*In accordance with the Americans with Disabilities Acts, persons needing assistance in obtaining any information from the County or attending the public hearing should contact the County by communicating with the Planning and Community Development Department at (850) 875-8663 at least 48 hours prior to the hearing.*

*If any person wishes to appeal any decision made with respect to this matter at the public hearing, they will need to ensure that a verbatim record of the proceedings is made recording the testimony and evidence presented.*



2012 OCT -2 P 2:17

September 28, 2012

Gadsden County Commission  
9-E Jefferson Street  
Quincy, FL 32353

Attn: Commissioner Eugene Lamb, Jr.

Dear Commissioners,

This letter is to request that the Gadsden County Commission officially name a creek in eastern Gadsden County as "Lewis Creek", to recognize the name that it has been called for more than 100 years.

**Background:**

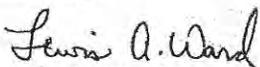
1. The attached map shows, in red, the approximate run of the subject creek. It begins as two sources, being Cecil Butler Lake and springs near Highway 12. These merge north of Highway 12A, Kemp Road, and continue under two bridges to the Ochlocknee River.
2. My grandfather, Leslie Lewis, bought property at the present bridge location on Kemp Road in 1910. He and his wife, Jessie Wells Lewis, lived on this property until their deaths (1967 & 1994). He related to me that the creek was already called Lewis Creek when he moved here. It has continued to be called that since my mother's, Grace Lewis Ward's, birth here in 1912 and mine in 1943.
3. Leslie Lewis was instrumental in helping to develop eastern Gadsden County in the early part of the last century. He petitioned for and was appointed the first rural mail carrier in the County. He pushed for the development and paving of several roads, including Kemp Road and Concord Road. His father-in-law, Lee Wells, also lived at this location and was the official Gadsden County Surveyor around 1914-1916.
4. My wife and I bought back their old family home at this site in 2009 and moved into the remodeled home, just up the hill from the creek bridge, in 2010.
5. In 2010 the Florida DOT notified us that the bridge near our house would be rebuilt in 2012. This work is scheduled to start next week on October 8, 2012.
6. I requested that the DOT place signs on the new bridge, identifying it as Lewis Creek. They told me that their maps called it an unnamed creek; therefore they could not do so.

**Requested Action:**

1. Officially name the described creek as "Lewis Creek", and direct the appropriate County personnel to take whatever action is appropriate to place this name on future maps of the area.
2. Request or direct, as appropriate, Florida DOT to place signage at the new bridge on Kemp Road and at the bridge on Concord Road, Highway 157, with this name.

Thank you for your assistance and action in this matter. If I can provide further information or discussion please contact me.

Sincerely,



Lewis A. Ward  
2977 Kemp Road  
PO Box 188  
Havana, FL 32333  
[laward66@bellsouth.net](mailto:laward66@bellsouth.net)  
850-539-0525 (home)  
205-994-1485 (cell)

Thanks,  
Lewis Ward

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**From:** "BGNEXEC@usgs.gov" <BGNEXEC@usgs.gov>  
**To:** laward66@bellsouth.net  
**Sent:** Wed, March 13, 2013 11:18:30 AM  
**Subject:** Confirmation of BGN Proposal submittal for:Lewis Creek, Florida

Thank you for submitting a Name Proposal to the **U.S. Board on Geographic Names**. A member of the BGN staff will contact you within a short time. Should you have any questions or need to make changes to your submitted name proposal, please contact the U.S. Board on Geographic Names directly by telephoning (703) 648-4552 or by sending an email to BGNEXEC@usgs.gov. If you find you need to make a change to the submitted name proposal, PLEASE DO NOT CREATE AND SUBMIT ANOTHER NAME PROPOSAL. The best action to take is to send an email to BGNEXEC@usgs.gov. Creating and submitting a new name proposal will only complicate the name proposal process. Details of the submitted Name Proposal, as provided in the form, follow:

**ID number:** 7990

**Proposed Name:** Lewis Creek

**State:** Florida

**Submitter/Preparer:** Lewis A Ward

**Email Address:** laward66@bellsouth.net

**Phone Number:** 8505390525

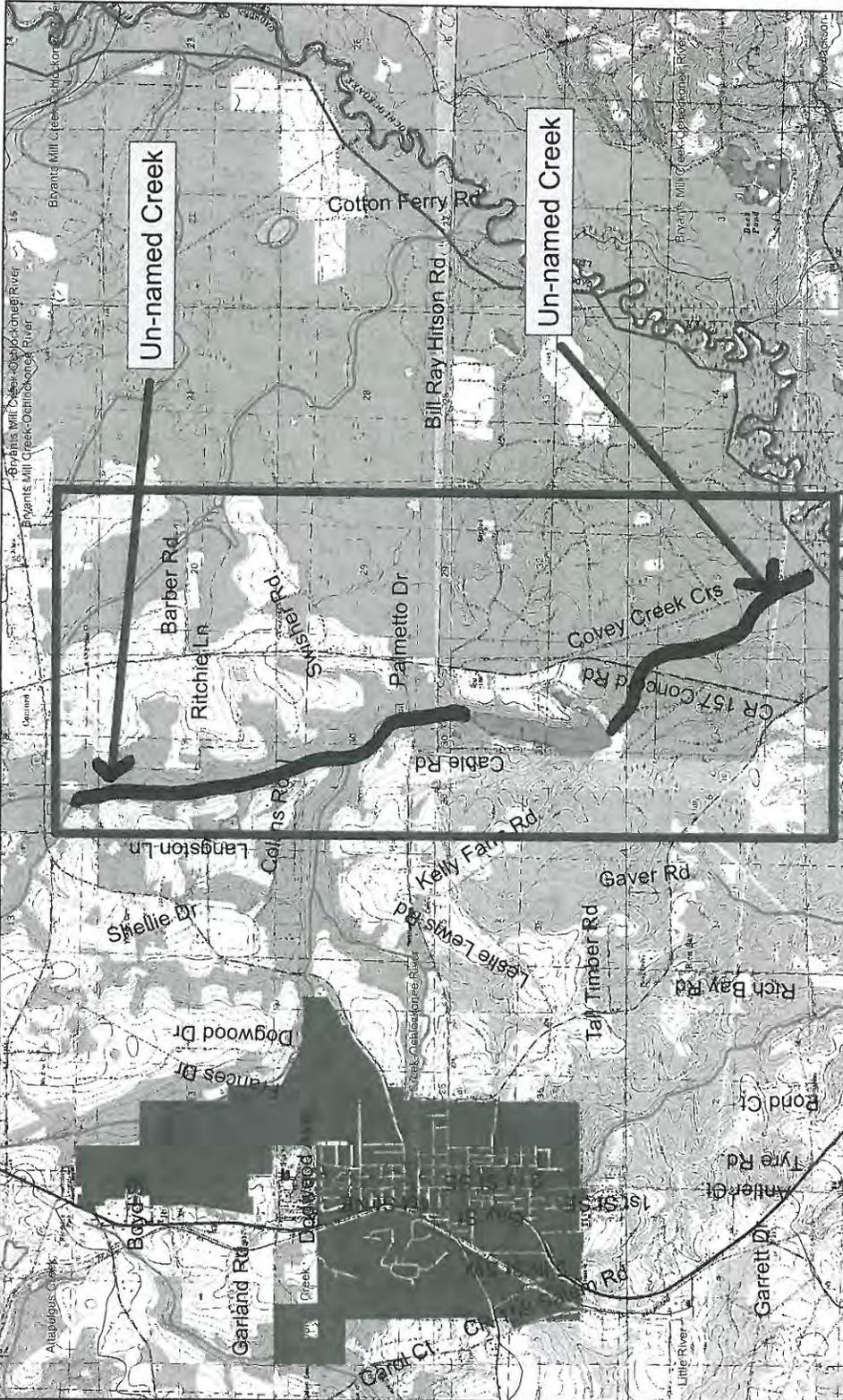
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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.

# GADSDEN COUNTY MAP

ATTACHMENT #

**A**



ATTACHMENT # 4

The information shown on the maps from the best available data at the time. Gadsden County assumes no responsibility for any errors or inaccuracies shown on the map.

GADSDEN COUNTY RESOLUTION #2013 –13

A RESOLUTION AUTHORIZING A NAME FOR AN UN-NAMED CREEK IN UNINCORPORATED GADSDEN COUNTY; WITHIN SECTION 30, TOWNSHIP 3N, RANGE 1W; EAST OF HAVANA; AND RECOMMENDING TO THE U.S. BOARD OF GEOLOGICAL NAMES THAT THE NAME BE CHANGED FROM “UN-NAMED” TO “LEWIS CREEK.”

**Whereas**, Gadsden County BOCC wishes to change an un-named creek spanning 9,800 feet within the Bryants Mill Creek-Ochlocknee River Creek Basin in Unincorporated Gadsden County from “Un-named” to “Lewis Creek”; and

**Whereas**, the name change will not adversely affect Gadsden County residents contiguous to the creek;

**Whereas**, the name change will enable Gadsden County residents to locally recognize the creek as a fixed landmark within the county for reference;

**Whereas**, the name change requires approval of the U.S. Board of Geological Names for use within the U.S. Geographic Name Information System and National Hydrography Data Set;

**Whereas**, the Florida State Names Authority utilizes data from the National Hydrography Data Set and U.S. Geographic Name Information System for hydrography features within the State;

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA approves changing the name of an un-named creek within the Bryants Mill -Ochlocknee River Creek Basin extending from Fairbanks Ferry Road to the Ochlocknee River within Section 30, Township 3N, Range 1W from “Un-named” to “Lewis Creek” as shown on Attachment A and will become effective upon the adoption and recording of this Resolution in the Public Records of Gadsden County, Florida and shall remain in full force and affect until otherwise amended by Resolution by the Board of County Commissioners of Gadsden County, Florida.**

**ADOPTED** by the Board of County Commissioners of Gadsden County, Florida on this \_\_\_\_ day of August, 2013 and effective upon recording in the Official Records Book of Gadsden County, Florida as provided in Chapter 336.10 Florida Statutes.

Signed:

\_\_\_\_\_  
Douglas Croley, Chairman  
Gadsden County Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nicholas Thomas, County Clerk

\_\_\_\_\_  
Date

Attachment 'A'  
Map of Lewis Creek (formerly un-named creek)

# GADSDEN COUNTY MAP

ATTACHMENT # **A**

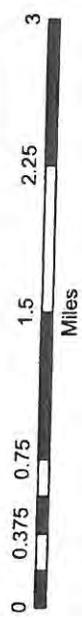
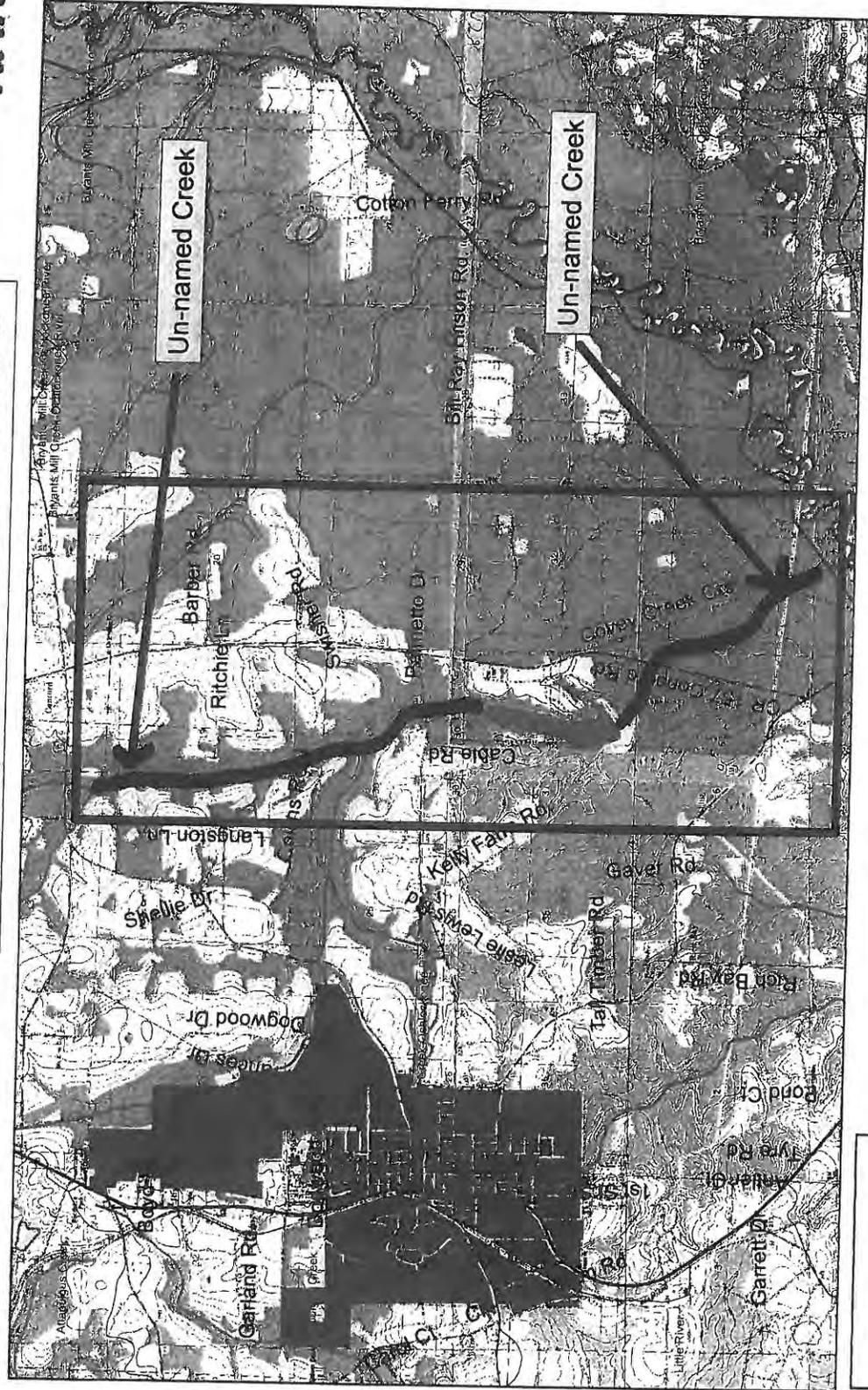


ATTACHMENT # 5



**Legend**

- Creek Basins
- Municipal\_Boundaries\_2012\_11
- Creeks



The information shown on the maps from the best available data at the time. Gadsden County assumes no responsibility for any errors or inaccuracies shown on the map.





ATTACHMENT # 6

U.S. BOARD ON GEOGRAPHIC NAMES

GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

Proposed Geographic Name  Lewis Creek

This is to notify the U.S. Board on Geographic Names that:

Gadsden County Board of Commissioners   
(Name of government entity, organization, or individual)

Recommends that the U. S. Board on Geographic Names:

- Approve the Proposed Name
- Reject the Proposed Name
- Take Action as Specified Below
- Render a Decision Without Our Recommendation

Comments (the following factors contributed to this recommendation; attach supporting documentation if appropriate):

_____	_____
(Name)	(Title)
_____	_____
(Address)	(Telephone)
_____	_____
(City, State, ZIP Code)	(E-mail)
_____	_____
(Signature)	(Date)

Return to: U.S. Board on Geographic Names  
U.S. Geological Survey  
523 National Center  
Reston VA 20192-0523  
Telephone: (703) 648-4552  
Fax: (703) 648-4549  
E-mail: BGNEXEC@usgs.gov

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** August 6, 2013

**Date Submitted:** July 17, 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

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### **Statement of Issue:**

This agenda item seeks Board approval to request bids for private mowing services for right of way maintenance in 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 analyze whether or not privatizing mowing services for a smaller geographic area will generate additional bidders and provide an increased level of satisfaction in addition to saving the County money over time in capital expenses.

### **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. Attached is a list of roads that are currently mowed in District 5 with an estimate of the total acreage.

### **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 project.

Option 2: Board direction

**County Administrator's Recommendation:**

Option # 1

**Attachments:**

1. Road List
2. Special Conditions
3. Public Works Mowing Model
4. Agenda Item – October 18, 2011 – Discussion of RFP 11-11 Roadside Mowing

<u>ROAD NAME</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>BOTH SIDES</u>	<u>TOTAL SQ. FEET</u>
ALMA YATES RD	1,481	5	10.00	14,810.00
ARMSTEAD RD	1,997	5	10.00	19,970.00
ATLANTA ST	9,166	25	50.00	458,300.00
AUGUSTINE RD	6,078	10	20.00	121,560.00
BACON PL	1,514	7	14.00	21,196.00
BEAR CREEK RD	8,803	10	20.00	176,060.00
BETSEY LN	1,169	5	10.00	11,690.00
BRADWELL RD	1,609	7	14.00	22,526.00
BYRD RD	2,339	5	10.00	23,390.00
CARTER RD	2,487	7	14.00	34,818.00
CHINQUAPIN WAY	1,590	5	10.00	15,900.00
COOKS LANDING RD	15,284	25	50.00	764,200.00
COOPER BLVD	665	5	10.00	6,650.00
DANTE CT	1,269	5	10.00	12,690.00
DANTE CT	930	5	10.00	9,300.00
DARWIN PL	537	5	10.00	5,370.00
DAVIDSON ST	2,042	25	50.00	102,100.00
DRAKE ACRES RD	6,385	15	30.00	191,550.00
FRANCES KELLY LN	1,575	6	12.00	18,900.00
GENE WILLIAMS RD	1,610	4	8.00	12,880.00
GRAY AV	322	4	8.00	2,576.00
HIGH BRIDGE RD	51,151	25	50.00	2,557,550.00
HIGH ST	1,055	5	10.00	10,550.00
HOGAN LN	2,891	10	20.00	57,820.00
HOLT LN	2,538	7	14.00	35,532.00
HOMER WAY	396	5	10.00	3,960.00
HOPKINS LANDING RD	4,961	25	50.00	248,050.00
JOE ADAMS RD	3,650	25	50.00	182,500.00
JOE KNIGHT ST	1,604	5	10.00	16,040.00
KANT CIR	2,408	5	10.00	24,080.00
KEVER LN	3,563	15	30.00	106,890.00
KINGSWOOD RD	2,335	15	30.00	70,050.00
KITTRELL RD	5,098	26	52.00	265,096.00
LAKEVIEW POINT RD	15,524	25	50.00	776,200.00
LASALLE LEFALL DR	1,487	15	30.00	44,610.00
LITTLE COVE RD	517	10	20.00	10,340.00
MAINLINE DR	1,295	15	30.00	38,850.00
MC CALL BRIDGE RD	22,712	30	60.00	1,362,720.00
MILTON ST	3,281	5	10.00	32,810.00
MITCHELL DR	1,106	3	6.00	6,636.00
MOORE RD	5,000	20	40.00	200,000.00
OLD FEDERAL RD	33,792	30	60.00	2,027,520.00
OWEN RD	1,080	5	10.00	10,800.00
PARK LANE DR	577	5	10.00	5,770.00
PHOEBE RD	1,997	5	10.00	19,970.00

<u>ROAD NAME</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>BOTH SIDES</u>	<u>TOTAL SQ. FEET</u>
PLATO PL	585	5	10.00	5,850.00
RANCH RD	4,174	5	10.00	41,740.00
RAY RD	951	5	10.00	9,510.00
RAYMOND RD	3,139	6	12.00	37,668.00
REED ST	1,608	5	10.00	16,080.00
REYNOLDS RD	9,283	6	12.00	111,396.00
ROBINSON FISH CAMP RD	1,339	5	10.00	13,390.00
SADBERRY RD	7,521	10	20.00	150,420.00
SEMINOLE CIR	1,864	10	20.00	37,280.00
SHILOH RD	3,076	6	12.00	36,912.00
SPOONER RD	11,914	25	50.00	595,700.00
SPRING MEADOWS RD	6,049	10	20.00	120,980.00
STRONG RD	6,435	20	40.00	257,400.00
SWIFT ST	618	10	20.00	12,360.00
TALQUIN AVE	5,474	5	10.00	54,740.00
THARPE CIR	2,943	5	10.00	29,430.00
TINDELL RD	1,083	5	10.00	10,830.00
TINDELL RD	1,324	5	10.00	13,240.00
TOMMY TRAIL	1,637	5	10.00	16,370.00
VIRGIL WAY	1,567	5	10.00	15,670.00
WALSH RD	4,395	20	40.00	175,800.00

11,923,546.00 SQ.FT.  
1,324,838.44 SQ.YDS.  
273.73 ACRES

## SPECIAL CONDITIONS

*Memo  
informational  
Defensive*

### A. PURPOSE

To obtain routine mowing services of grassed or vegetated roadsides and other right-of-way areas with conventional high production style mowing equipment.

### B. OVERVIEW

The specified consists of the routine mowing of grassed or vegetated roadside, and other right-of-way with conventional high production style mowing equipment. Vegetation shall consist of all grass, part grass, weed and part weed growth within the area to be mowed.

### C. REQUIREMENTS

All mowing operations shall be accomplished in accordance with the Department of Transportation publication – "A Guide To Roadside Mowing." The successful bidder shall have furnished a complete proposal of his plan for accomplishing the required work, including a list of the equipment and personnel who he plans to utilize. Supervision and personnel shall be competent for the particular type work. The successful bidder shall be fully responsible for the performance of his organization and completion of all work under this contract as set forth in these Special Conditions and as directed by the Transportation Superintendent. The schedules established by the Transportation Superintendent under these Special Conditions shall be used for determining delinquency in progress.

### D. TYPES OF MOWING AREAS

Mowing all road right-of-ways to a point five (5)-feet beyond the back slope or to the outer limits of which have been previously established and or distinguished in the field. See attached list for road right-of-ways. The County may require mowing of additional areas in which the County shall designate the type and allow payment for the additional areas.

### E. QUANTITY AND FREQUENCY OF MOWING

The mowing mileage specified represents the type of mowing to be accomplished. The area and limits of mowing have been previously established and are distinguishable in the field. Roads have been inventoried and lengths are established. Any discrepancies or disagreements concerning the road length shall be mutually resolved prior to beginning work in any area in question. The Transportation Superintendent will determine when to begin the mowing season. There shall be a total of five (5) mowing cycles per season with all designated right-of-ways being mowed once each cycle. The successful bidder shall complete one cutting cycle within

forty-five (45) calendar days of notification , weather permitting, and continue subsequent cycles on the same frequency or as determined by the Transportation Superintendent.

#### **F. EQUIPMENT**

The successful bidder shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. LIST OF EQUIPMENT SHALL BE PROVIDED WITH BID. All equipment shall be approved by the Transportation Superintendent before it is placed in service and safety devises shall be properly maintained at all times the equipment is in use. Safety chains to prevent flying debris shall be installed and maintained. Should the Transportation Superintendent determine that equipment is deficient in safety devised, the successful bidder shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Transportation Superintendent. However, this does not relieve the successful bidder of the responsibility to complete the mowing services. All mowers shall be constructed to allow for clockwise rotation of cutting blades, in order to reduce the amount of debris discharged onto the travel way. All mowing equipment shall be equipped with amber flashing lights, and "slow moving vehicle signs". Lights shall be used only during the course of work and shall not be used when traveling to and from the jobsite. All of the mowing equipment shall be painted a uniform color of high visibility. Equipment which damages curbs, pavement or turf in any way shall not be allowed. Equipment shall be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times.

The mowers shall be constructed such that the height of the cut can be adjusted to a minimum of six (2) inches. Inspection and approval of the successful bidder's equipment by the Transportation Superintendent shall not relieve the successful bidder of the responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

#### **G. METHOD OF OPERATION**

On the initial cutting cycle, mowing shall commence at either or other extremities of the project and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the firs cycle unless the Transportation Superintendent specifically authorized the successful bidder to change the pattern. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. When work by County employees, or weather conditions of a temporary nature, prevent the successful bidder from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Transportation Superintendent may require the successful bidder to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Transportation Superintendent, equipment may not be used without excessive damage to the turn, shall not be mowed when such conditions exist.

These areas shall be mowed at subsequent cycles when turf conditions allow and as directed by the Transportation Superintendent. No deduction will be made from the pay quantities for any one area unless it exceed one (1) mile in extent.

#### **H. TRASH AND LITTER REMOVAL**

The successful bidder shall exercise the necessary care to preclude any source of litter by his operation. The successful bidder shall be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by the moving equipment. It shall also be his responsibility to remove any items such as bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, scattered or further subdivided by the mower that would result in an objectionable appearance at no cost to the County. However, the bidder will not be responsible for litter removal such as single sheets of paper (smaller than 12 inches by 14 inches, boxes of shoe box size and smaller, beverage cartons, and paper cups, etc.

#### **I. LIMIT OF OPERATION**

When mowing within the (10) feet of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross the travel way, a location shall be located that provides the maximum amount of unobstructed sight distance. The equipment shall stop before crossing the travel way.

#### **J. QUALITY**

All grass and vegetation shall be cut to a height of six (6) inches with a maximum tolerance of 2-inch plus or minus unless otherwise directed by the Transportation Superintendent. Mowing areas of difference widths shall be connected with smooth flowing transitions. All cuttings shall be performed in such a manner as to result in a stand of mowed grass or vegetation cut uniformly at a normal six (6) inch height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment. In the event the successful bidder damages the turf, curbs, or pavement, the bidder will be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenance, etc. Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours. The successful bidder shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the Transportation Superintendent.

Appurtenances shall include, but not be limited to, sign post bases, delineator posts, fences, guardrail or barrier walls, end walls, pipes, drainage structures, poles, guys, landscape areas, etc.

**K. INSPECTION**

The successful bidder shall consult with the Public Works Director for inspection and tentative approval of work quality being accomplished on a monthly basis or at the request of the Public Works Director. In the event of unsatisfactory work, the successful bidder shall re-mow without additional compensation, those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time.

**L. PAYMENT BASIS**

The quantities shown in the specifications shall be the pay quantities for road miles of mowing completed and accepted, provided that deductions shall be made of any areas omitted under these Special Conditions. Payment will be made to the successful bidder on a monthly basis.

**M. BID BASIS**

The quantity of the mowing areas has been predetermined by the County and is detailed in these specifications. Bid price should be based on a per road mile basis. It is the County's intent to award the bid in whole or in part to one or more contractors.

**N. PERFORMANCE BOND**

In order to insure the performance of the contractor the County shall require the successful contractor(s) to provide a performance bond in the amount of 10% of the estimated value of the contract. The performance bond may be in the form of a cashiers check, letter of credit from a financial institution acceptable to the County, or a surety bond from a surety company authorized to do business in the State of Florida. The performance bond shall be submitted at the time of execution of the contract.

**O. ESCALATION RATE**

The Escalation Rate shall be based on the Consumer Price Index (CPI) for all Urban Consumers. The most recent publication of the Bureau of Labor Statistics, U. S. Department of Labor shall be used. The month prior to initial contract award and the month prior to each ensuing renewal period shall be the basis for comparison and shall determine any increase or decrease in the escalation rate due the contractor.

Cost per road acreage \$

Public Works Mowing Model

Full Time Employees (7)

Last Name	First Name	Title	Position	Hourly Rate	Annual Rate	Benefits (35%)	Hr. rate plus Benefits	Hr. Overtime
Poole	Louis	HE01	Mower	\$ 12.3392	\$ 25,665.54	\$ 8,982.94	\$ 13,283.1	\$ 19,924.7
Murphy	Willie	HE01	Mower	\$ 13.7285	\$ 28,555.28	\$ 9,994.35	\$ 14,778.7	\$ 22,168.1
Green	Christopher	HE01	Mower	\$ 13.1074	\$ 27,263.39	\$ 9,542.19	\$ 14,110.1	\$ 21,165.2
Collins	Dexter	HE01	Mower	\$ 12.3392	\$ 25,665.54	\$ 8,982.94	\$ 13,283.1	\$ 19,924.7
Dilworth	Glenn	Inm. Sup	Litter	\$ 13.5150	\$ 28,111.20	\$ 9,838.92	\$ 14,548.9	\$ 21,823.3
White	Daniel	Inm. Sup	Litter	\$ 13.2192	\$ 27,495.94	\$ 9,623.58	\$ 14,230.5	\$ 21,345.7
Thomas	Shon	MW1	Mower	\$ 9.6681	\$ 20,109.65	\$ 7,038.38	\$ 10,407.7	\$ 15,611.6
					\$ 182,866.53	\$ 64,003.28	\$ 94,642.2	\$ 141,963.3

Subtotal of Personnel Expenses \$ 246,869.81  
 Mowing for 8 mos per year (66.67%) \$ 164,588.10

Fuel and Maintenance Expenses

Item	Initial Cost	Ann. Fuel	Ann. Maint.	5 Yr Depreciation Value
4 MF 5445 Tractors	\$ 128,252.00	\$ 21,695.97	\$ 21,836.45	\$ 30,493.60
4 Bush Hog 3715 Mowers	\$ 52,501.80		\$ 18,186.62	\$ 13,800.16
Chevy Truck	\$ 27,000.00	\$ 5,347.00	\$ 1,911.33	\$ 5,524.80
2 Inmate Trucks	\$ 54,000.00	\$ 10,600.00	\$ 4,000.00	\$ 11,000.00
	\$ 261,753.80	\$ 37,642.97	\$ 45,934.40	\$ 60,818.56

\*Straight Line Depreciation Method over 5yrs

Current Annual Costs for Mowing	Per Round (5 base)	Per Acre (1,774)	Cost Per Household
\$ 308,984.03	\$ 61,796.81	\$ 34.83	\$ 162.62
Overtime Fridays			
\$ 141,963.3			
	8	15	8.97
		\$ 17,035.60	\$ 8.97

Mowing Equipment 6 yrs Old and Due for Replacement

4 QTY	Tractor/Mower	180,753.80
1 QTY	Chevy Truck	27,000.00
		207,753.80
	Per Add. Acre	415,507.60

Additional Rounds Expense Per Added Rd. \$ 16,715.47 \$ 9.42

\* Fuel and Maintenance Only  
 \*\* Staffing already retained

8870

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** October 18, 2011

**Date Submitted:** October 5, 2011

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

**From:** Arthur Lawson, Sr., Interim County Administrator  
Charles Chapman, Public Works Director

**Subject:** Discussion of RFP No 11-11 Roadside Mowing.

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### **Statement of Issue:**

This agenda item presents for discussion the analysis of RFP No. 11-11 Roadside Mowing.

### **Background:**

The bid was developed and advertised in July 2011. As a part of the procurement process, Staff provided notices of the bid advertisements to HB Hirt d/b/a Land and Waterway and JSM Services, Inc. Both agencies provide privatized roadside mowing services for the Florida Department of Transportation District 3 and were recommended by the District Maintenance Operations Office located in Midway.

Bids were opened on Friday, August 19, 2011, and only two bids were received. The companies were A&J's Lawn Care and Contractor's Enterprises: HB Hirt and JSM Services did not bid.

On Tuesday, September 15, 2011 at 2:30pm the review committee for Bid No. 11-11 convened to review bids received for Roadside Mowing Services. The review committee consisted of Charles Chapman, Public Works Director; Deborah Meeks, Public Works Office Manager; Allan Meeks, Fleet Manager; Robert Presnell, Administrative Coordinator; and Clyde Collins, Building Official.

**Analysis:**

The review committee provides the following findings:

1. **Pricing provided in both bids contained significant errors.**

- **A&J's Lawn Care** pricing per mile did not equate to the summation of the total pricing provided.

Total Bid Price Submitted: \$325,000 for five rounds per year.  
Per Round Cost Submitted: \$ 65,000 for one of five rounds required.  
Per Mile Cost Submitted: \$ 100 per mile\*  
\*One round consists of 391.53 miles.

The error is found when you divide the per round price by the miles contained in one round ( $\$65,000 \text{ per round} / 391.53 \text{ miles per round} = \$166.02 \text{ per mile cost}$ ). As noted, the bidder provided a per mile rate of \$100 which would equate to \$39,153 per round ( $\$100.00 \text{ per mile} * 391.53 \text{ miles per round}$ ) not \$65,000 per round as submitted.

- **Contractor's Enterprises, Inc.** provided a total pricing that did not agree with the per mile pricing submitted for the total miles expected to be cut per five rounds.

Total Bid Price Submitted: \$50,702.86 for five rounds per year.  
Per Round Cost Submitted: NOT PROVIDED  
Per Mile Cost Submitted: \$ 129.50 per mile

The error is found when you multiply the per mile cost to the amount of mileage for one round ( $\$129.50 \text{ per mile} * 391.53 \text{ miles per round} = \$50,703.14 \text{ for one round}$ ). The bid required a total amount of five rounds to be completed annually. At the per mile rate provided multiplied by the miles per round required, a product is obtained to then be multiplied by five rounds for the year. This total product indicates the total price should have been \$253,515.68 annually  $\{(\$129.50 \text{ per mile} * 391.53 \text{ miles per round}) * 5 \text{ rounds}\}$  not \$50,702.86.

Staff requested clarification of the bidder in a letter dated 8-19-2011. The total annual price submitted and clarified via return correspondence from the bidder dated 8-22-2011 is \$50,702.86 which indicates a significant disagreement in the pricing per mile rates provided regardless of the clarification received (pricing provided by bidder for **annual** mowing \$50,702.86; Pricing as reflected in per mile rates provided by bidder for **one round** \$50,703.14).

2. **Public Works Provides the Service Cheaper**

- The bid review committee was provided an analysis prepared by the Public Works Director (Charles Chapman) of the current expenses of the Public Works Mowing Operations. The analysis is as follows:

<b>Expense Category</b>	<b>Annual Cost</b>
Salaries, Wages, and Benefits	\$ 71,906.56
Gas and Oil	\$ 27,042.92
Maintenance	\$ 41,153.16
Equipment Depreciation (5 year replacement model)*	\$ 41,153.16
<b>TOTAL ANNUAL COST</b>	<b>\$182,041.90</b>
Per Round (5 rd. per year)	\$ 36,408.38
Per Mile (391.53 miles per round)	\$ 92.99

*\*Note: The County is currently in year 7 of utilizing the mowing equipment.*

Comparing submitted per mile\*\* costs the following is provided:

1. Public Works \$ 92.99 per mile cost
2. A & J's Lawn Care \$100.00 per mile cost
3. Contractor's Enterprises \$129.50 per mile cost

*\*\*Per mile was compared in consideration of the discrepancies in pricing identified above. However, staff utilized the pricing provided by the bidder(s) as contained in their formal submitted bid.*

The review committee agreed unanimously that with the significant discrepancies found in the pricing provided by both vendors, the proposals should be disqualified and the bid re-advertised.

Further, the review committee acknowledged that the County's pricing is the lowest of the per mile cost rates provided, even with the equipment depreciation value added into the county's expenses.

**Question #1:** Why is it that our right-of-ways cannot look as well trimmed as the state right-of-ways?

**Answer #1:** The first and most relevant answer to this question is that the State of Florida Department of Transportation (FDOT) is responsible for eight (8) major arterial roadways through Gadsden County. Gadsden County Public Works (GCPW) is responsible for over three hundred-twenty (320) arterial, collector, and residential roads of varying degrees and size. Total mileage for one round of mowing for GCPW is 391.53 miles. FDOT only mows approximately 150 miles including Interstate 10. With less than half of the mileage to cover for mowing activities FDOT has an increased frequency of mowing.

**Question #2:** How can we increase the frequency and quality of the right of way mowing program?

**Answer #2:** GCPW simply cannot compare with more than double the mileage to cover and varying degrees of terrain and right-of-way as well. Efforts are being made through refining the mowing schedule and using Federal Environmental Protection Agency approved treatments to trim around road signs, culverts, and other right-of-way obstructions. However, in order to improve the overall aesthetics of the right of way mowing the only reasonable answer would be to increase the frequency of mowing. In order to increase the frequency of mowing additional equipment and staffing will be required to launch a second mowing crew and to divide the county in half; by doing so the mowing cycle will decrease from six weeks per cycle to 3 weeks per cycle. Factoring the cost out { $\$183,000$  current annual expense \* 2 crews =  $\$366,000$  double the program; divide  $\$366,000$  by 10 cycles per year =  $\$36,600$  per round; divide by 391.53 miles per round and the per mile cost is  $\$93.48$ } *\*Note: The current equipment is seven years old and in need of replacement by industry standards. The cost to replace current equipment and an additional four tractor and mower kits and one work crew truck is estimated at  $\$420,000$ .*

**Question #3:** Why can we not “piggy-back” on the FDOT contracts for mowing?

**Answer #3:** Both current contractors for Gadsden County FDOT mowing were contacted individually to express interest in offer a bid on RFP No. 11-11. Neither of the two vendors recommended by FDOT expressed interest in bidding on the Gadsden County right-of-way mowing program.

**Fiscal Impact:**

NONE: Discussion Only

**Options:**

1. Board Discussion and Direction

**County Administrator’s Recommendation:**

Option # 1

**Attachments:**

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** August 6, 2013

**Date Submitted:** July 24, 2013

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

**From:** Morris A. Young, Sheriff  
Major Shawn Wood, Emergency Management Director  
Gadsden County Sheriff's Office

**Subject:** Approval for the Gadsden County Sheriff's Office Emergency Management Department to Apply for Federal Grant#14-FG- \_\_\_ - 02-30-01-087 and the State Portion of the Emergency Management Performance Grant #13-BG-\_\_\_02-30-01-020.

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### **Statement of Issue:**

This agenda item seeks the Board's approval for the Gadsden County Sheriff's Office (GCSO) Emergency Management Department to apply for the Federal Emergency Management Grant and the State Emergency Management Performance Assistance Grant.

### **Background:**

The Emergency Management Performance Assistance Grant is the general operating grant for the Gadsden County Sheriff's Office Emergency Management Department. The Federal portion of this grant is awarded annually to supplement the State portion. The anticipated Federal award amount is \$49,671.00 and the State portion is \$105,806.00. The Federal award requires a dollar for dollar non-federal match. The required match will be met with State funds.

### **Analysis:**

The total award for Gadsden County's Emergency Management Performance Assistance Grants is \$155,477.00.

**Fiscal Impact:**

Per F. A. C. 9G-19.011 section (2), the state-funded portion of this award requires a local match of 25% of the grant amount or the average of the last three years, whichever is the lesser of the two. The total local match equals \$13, 320.00.

The federal award requires a dollar for dollar non-federal match. The required match will be met with State funds.

**Options:**

Option 1: Approval of GCSO's Emergency Management Department to Apply for the Federal Grant#14-FG- \_\_\_\_-02-30-01-087 and the State Portion of the Emergency Management Performance Grant #13-BG-\_\_02-30-01-020 and Authorize the Chair to execute applications.

Option 2: Board Direction

**County Administrator's Recommendation:**

Option 1

**Attachments:**

1. Federal Grant#14-FG- \_\_\_\_-02-30-01-087 and the State Portion of the Emergency Management Performance Grant #13-BG-\_\_02-30-01-020

**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**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2013 and shall end June 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 Program Budget and Scope of Work - Attachment A and B - 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 financial 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 financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

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

(d) If all required reports and copies are not sent to the 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 Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

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

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

#### (8) MONITORING.

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa Warner  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-922-1637  
Fax: 850-488-7842  
Email: [teresa.warner@em.myflorida.com](mailto:teresa.warner@em.myflorida.com)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(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 financial report the subcontractor's progress in performing its work under this Agreement.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Budget Narrative

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Special Conditions

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment

Attachment J – Statement of Assurances

Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$49,671**, 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 G. Attachment G 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 Program Budget and Scope of Work, Attachment A and B 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 thirty (30) 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 financial 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.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any

interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **July 31, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

**Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.**

All payments relating to the Agreement shall be mailed to the following address:

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

**(18) REPAYMENTS**

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

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

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

**(19) MANDATED CONDITIONS**

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

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

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

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

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

disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

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

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

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

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.  
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**GADSDEN COUNTY**

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

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

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

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

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANGEMENT**

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

Name and Title: Bryan Koon, Director

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

## EXHIBIT – 1

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

*NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

### Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency  
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant  
# 97.042  
Award amount: **\$49,671**

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

Chapter 252, Florida Statutes  
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code  
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)  
44 CFR, Part 302  
48 CFR, Part 31  
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

*NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

### Federal Program:

*List applicable compliance requirements as follows:*

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2013 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: 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 1 be provided to the Recipient.

**Attachment A**

**Program Budget**

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2013 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- Below is a general budget which outlines eligible categories and their allocation under this award.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 – Emergency Management Performance Grants Program	GADSDEN COUNTY	Organizational Expenditures	
		Planning Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (5%)	
<b>Total Award</b>		<b>\$</b>	

## Attachment B

### Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). Eligible activities are outlined in Attachment C Eligible Expenses. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

EMPG Base Grant funding is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

**The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.**

**In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 3 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.**

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

**Monitoring:** Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Each year the Division will conduct on-site visits for up to 25% of the 2013-2014 county agreements (2013 EMPG).

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

## Attachment C

### Budget Narrative

#### I. Categories and Eligible Activities

Emergency Management Performance Grants Program Guidance

FY2013 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration cost** are allowable.

##### A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and **other day-to-day activities in support of emergency management**. Proposed staffing activities should be linked to accomplishing the projects and activities outlined in the EMPG Program Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2013 EMPG Program funds. These costs must comply with 2 CFR Part §225, *Cost Principles for State, Local, and Indian Tribal Governments* (Office of Management and Budget [OMB] Circular A-87).

##### B. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

**FY 2013 EMPG Program funds may be used to develop or enhance upon emergency management planning activities, some examples include:**

- Provide input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the "Whole Community" in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships

Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

#### Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA's approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

#### Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

#### Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

#### F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

#### Continuity of Operations / Continuity of Government Planning (COOP/COG) Grant Funding Opportunity

COOP/COG planning is the fundamental responsibility of every government agency that performs an essential function at the State and local level. In order to conduct necessary emergency operations, recovery actions, and other key essential functions during a large-scale or catastrophic event, the agency must have effective Continuity plans in place to support continued operations. Continuity efforts also provide the foundational basis for COG programs, such as succession planning, which are designed to ensure the survival of not only leadership at the State and local level, but also an enduring constitutional government. State and local plans to address COOP/COG issues should be consistent with the Nations Continuity Policy described in Homeland Security Presidential Directive 20 (HSPD-20); the National Continuity Policy Implementation Plan (NCP/IP); and Continuity Guidance Circular's 1 (CGC 1) and 2 (CGC 2), which provides guidance for State, local, territorial, and tribal governments, and private sector organizations in developing robust Continuity plans and programs in support of a comprehensive and integrated national continuity capability. Continuity issues to address include, but are not limited to:

- Determine essential functions and activities, interdependencies, and resources needed to perform them
- Establish orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
- Provide for the identification and preparation of alternate operating facilities for relocated operations
- Provide for the regular training, testing, and exercising of COOP personnel, systems, and facilities
- Provide for reconstitution of agency capabilities, and transition from continuity operations to normal operations

## C. Training

FY 2013 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

**Each EMPG Program funded position is REQUIRED to complete the following training(s) during this contract period or show proof (certificate) that each training has been completed. These training requirements are also outlined in Attachment D, #2.**

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework
- Professional Development Series (PDS)
  - IS 120.a – An Introduction to Exercises
  - IS 230.c – Fundamentals of Emergency Management
  - IS 235.b – Emergency Planning
  - IS 240.a – Leadership and Influence
  - IS 241.a – Decision Making and Problem Solving
  - IS 242.a – Effective Communication
  - IS 244.b – Developing and Managing Volunteers

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at [http://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf).

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at [http://www.fema.gov/pdf/emergency/nims/nims\\_cred\\_guidelines\\_report.pdf](http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf).

To ensure the professional development of the emergency management workforce, the grantee must ensure a routine capabilities assessment is accomplished and a multi-year training plan is developed and implemented.

Additional types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an

employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

#### D. Exercises

Exercises implemented with grant funds should evaluate performance of the capabilities required to achieve exercise objectives. Exercise activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <https://hseep.dhs.gov>. Grantees are encouraged to develop exercises that test their EOP in accordance with the EMPG Program Priority requirements.

**All EMPG Program funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment D, #2)**

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment)
- **Implementation of HSEEP.** This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive

practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

**Unauthorized** exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

## **E. Equipment**

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

## **F. Management and Administration (M&A)**

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

## **II. EHP**

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtml>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,
- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

### **III. Construction and Renovation**

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their

proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website:  
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

#### **IV. Maintenance and Sustainment**

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the NPG and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

##### **Unallowable Costs**

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

## Attachment D

### Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 3 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 3 below.
  - Recipient will need to attend at least the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2013 – June 30, 2014):
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2013 – June 30, 2014) shall provide the following items. See Data Download and Upload detail in # 3 below.
  - Participate in no less than three (3) exercises within the 12 month Agreement period
  - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
  - Complete: IS 100, 200, 700, 800 and the Professional Development Series
3. **NIMSCAST** - National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. Each grantee will submit annually the NIMSCAST Tool, which is the evaluation matrix. The Tool includes instructions to complete the self-assessment. This will be completed by September 30, 2013 via NIMSCAST. This objective will be reviewed by the NIMS Coordinator and submitted to the contract managers.
4. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <https://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

## Attachment E

### Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
  - Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
  - Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
  - Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
  - Equipment Acquisition Costs: Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
  - Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
  - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
  - Copies of the general ledger each quarter should also be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the required training completed and the required amount of exercises during the agreement period by those employees.**
- E. **The final close-out report is due forty-five days after termination of this Agreement.**
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

## Attachment F

### Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR 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
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

### **Special Conditions**

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
  - A. Administrative Requirements
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    - 2 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)
  - B. Cost Principles
    - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
    - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
    - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

#### C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
  3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2013 Emergency Management Performance Grants Program Guidance and Application Kit.
  4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

**Attachment G**  
**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
---

If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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## Attachment H

### Warranties and Representations

#### Financial Management

Recipient's financial management system must include the following:

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

#### Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, 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.

#### Codes of conduct.

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

#### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

#### Licensing and Permitting

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

**Attachment I**

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

**Subcontractor Covered Transactions**

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

SUBCONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_  
Recipient's Name

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

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## Attachment J

### Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 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 ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment K  
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

**Quarterly Financial Report (Form 1):**

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

**Quarterly Financial Report (Form 1) and Detail of Claims (Form 2):**

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT  
2555 SHUMARD OAK BOUEVARD  
TALLAHASSEE, FLORIDA 32399-2100  
Attn: (Contract Manager's name)

**Staffing Detail and Exercise Detail - (Form 3):**

1. The Staffing Detail and Exercise Detail Form is **due every quarter with your quarterly financial report**. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises that the EMPG funded employee has to participate in each quarter.

**2013 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)**

2. All EMPG funded personnel shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period. Please note that response to any real-world events within a 12-month period may fulfill a single, quarterly exercise requirement.
3. Target Training and Verify Capability of Personnel. Training activities supported with EMPG Program funds should strategically align to the NPG core capabilities identified in the Multi-Year TEP. To ensure the development of a professional emergency management workforce **all EMPG Program funded personnel** shall complete the following training requirements and record proof of completion.  
NIMS Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

**Close Out Report - (Form 4):**

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

**Documentation of project expenditures:**

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT  
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**







**DIVISION OF EMERGENCY MANAGEMENT  
COUNTY**

FY 2013-2014

**FOR EMPG FUNDED EMPLOYEES ONLY  
FORM 3**

**EMPG Staffing Detail**

**EMPG Training**

Name & Position Title [1]	Approx # of hrs/Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits by position [3]	% EMPG Base Grant (Federal) [4]	Has the employee received certificate/completed the following: (yes or no)				
				NIMS IS 100	NIMS IS 200	NIMS IS 700	NIMS IS 800	FEMA Professional Development Series

**DIRECTIONS STAFFING DETAIL:**

1. In column 1 list titles and name of ALL EMPG funded staff
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4, provide the funding distribution (%) for the amount in column 3.

**EMPG Exercise(s) Per Quarter**

Name & Position Title [1]	Date [2]	Description of Exercise [3]

**DIRECTIONS:**

1. In column 1, list name and titles of Emergency Management staff that is funded with EMPG
2. In column 2, date of Exercise(s) employee participated in
3. In column 3, a brief description of the exercise(s) EMPG employee participated in

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

**EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**  
**CLOSE-OUT REPORT**  
 FORM 4

**This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.**

Grantee \_\_\_\_\_  
 Address \_\_\_\_\_  
 City and State \_\_\_\_\_

Agreement No. \_\_\_\_\_  
 Agreement Amount \_\_\_\_\_  
 Agreement Period \_\_\_\_\_

Payments Received Under this Agreement  
 (Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		\$0.00

Agreement Amount \_\_\_\_\_

Minus Total Payments  
 (Including final requested funds – Line 7) \_\_\_\_\_

Unspent balance \_\_\_\_\_

**Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.**

Make checks payable to:  
 Cashier, Division of Emergency Management

Mail To:  
 Division of Emergency Management  
 2555 Shumard Oak Boulevard  
 Tallahassee, Florida 32399-2100  
 Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed \_\_\_\_\_  
 Grantee Contract Manager or Financial Officer

Date \_\_\_\_\_

## STATE-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**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2013 and shall end June 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 Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

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

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

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

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

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

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

#### (7) REPORTS

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

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

(d) If all required reports and copies are not sent to the 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 Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

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

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

#### (8) MONITORING.

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa Warner  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-922-1637  
Fax: 850-488-7842  
Email: [teresa.warner@em.myflorida.com](mailto:teresa.warner@em.myflorida.com)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(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 financial report the subcontractor's progress in performing its work under this Agreement.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Budget Narrative

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Program Requirements

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment

Attachment J – Statement of Assurances

Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806**, 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 G. Attachment G 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 Program Budget and Scope of Work, Attachment A and B 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 thirty (30) 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 financial 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.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Any requests received after **July 31, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

**At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.**

All payments relating to the Agreement shall be mailed to the following address:

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and

void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

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

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

#### (20) LOBBYING PROHIBITION

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

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

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

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

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

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

#### (21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property

which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

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

**RECIPIENT:**

**GADSDEN COUNTY**

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

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

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

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

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANGEMENT**

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

Name and Title: Bryan Koon, Director

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

## EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Division of Emergency Management  
Catalog of State Financial Assistance title: Emergency Management Programs  
Catalog of State Financial Assistance number: 31.063  
\$105,806

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

**Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.**

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

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 1 be provided to the recipient.

**Attachment A**  
**Program Budget**

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013-2014 – Emergency Management Preparedness and Assistance Grant	GADSDEN COUNTY	Salary and Benefits	
		Other Personal/Contractual Services (OPS)	
		Expenses	
		Operating Capital Outlay (OCO)	
		Fixed Capital Outlay (FCO)	
<b>Total Award</b>		<b>\$</b>	

## Attachment B

### Scope of Work

**Intent of Agreement:** The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

**The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.**

**In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 6 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.**

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

**Monitoring:** Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Each year the Division will conduct on-site visits for up to 25% of the 2013-2014 county agreements.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

## Attachment C

### Budget Narrative

#### I. Categories and Eligible Activities

Emergency Management Preparedness and Assistance Grant

FY2013-2014 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

##### A. Salaries and Benefits

Salaries and Benefits are eligible for reimbursement under the EMPA Agreement. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout
  - Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

##### B. Other Personal/Contractual Services

This category allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

**Consultant Services** require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. The Division will respond within five (5) business days to requests for pre-approval unless additional information is needed from the county. If requested, the response date will begin when the additional information is received. If no response is received by the close of business on the 5<sup>th</sup> business day, the contract or purchase order will be approved by default. Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

##### C. Expenses

Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service

- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

**Maintenance and Service Contracts or Purchase Orders** Maintenance and Service Contracts and Purchase order timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

#### **D. Operating Capital Outlay**

Operating Capital Outlay (OCO) is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

#### **E. Fixed Capital Outlay**

Fixed Capital Outlay (FCO) is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

## **II. Eligibility Requirements:**

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

## Attachment D

### Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 6 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 6 below.
  - A) Need to attend at least three and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2013 – June 30, 2014):
    - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
    - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
    - Florida Governor's Hurricane Conference or National Hurricane Conference
    - Florida Emergency Preparedness Association Annual Meeting
    - Florida Emergency Preparedness Association Mid Year Work Session
    - Local Mitigation Strategy (LMS) Workshops
    - Professional Development Conferences & Training
  - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
  - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
  - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2013 – June 30, 2014), the county shall:
  - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. See Data Download and upload details in # 6 below.
    - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
    - Participate in at least one (1) conference call.
  - B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. See Data Download and Upload details in # 6 below.

3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6 below. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2014**. This shall include:

- A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.
- B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

**NOTES:**

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.

4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal no later than June 1, 2014. See Data Download and Upload details in # 6.

- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:
  - County Government Emergency Fuel Strategy
  - Utilization of private business and industry in meeting emergency resource needs
  - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency; and
- B) Location, survey forms and attributes information for county logistical staging areas; and
- C) Location and attribute information for Points of Distribution (POD) sites and Comfort Stations; and
- D) Locations for Emergency Worker Base Camps.

5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6. All information shall be verified by the county.

- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
- B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.

- C) Develop and submit a strategy to ensure that by **June 1, 2014**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
  - D) Develop and submit a strategy to ensure that by **June 1, 2014**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
  - E) Update and submit a hurricane shelter deficit reduction progress reports, which include “as-is”, retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
  - F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.
6. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <https://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of “No Change” for applicable items.

## Attachment E

### Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
  - OPS/Contractual Services: includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
  - Expenses: must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
    - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
    - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
  - OCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
  - FCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
  - Copies of the general ledger each quarter should also be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The final close-out report is due forty-five days after termination of this Agreement.**
- E. **The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**
- F. In addition to the above, in order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2013. The Historical Information form must be prepared and signed by an official of the County's Finance Office.
- G. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2013.

- H. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

## Attachment F

### Program Statutes, Regulations and Program Requirements

#### Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

#### Program Requirements

##### (1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

##### (2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

##### (3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

##### (4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

**Attachment G**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<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>
--

If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<p><b><u>For example</u></b>  <b>ADMINISTRATIVE COSTS</b>                      (Include Secondary Administration.)</p>	
<p><b><u>For example</u></b>  <b>PROGRAM EXPENSES</b></p>	
<p><b>TOTAL EXPENSES</b></p>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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**Attachment H**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

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

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, 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.

Codes of Conduct.

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

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

**Attachment I**

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

**Subcontractor Covered Transactions**

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

SUBCONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_  
Recipient's Name

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

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## Attachment J

### Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 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 ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the

Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment K  
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT**

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

**Quarterly Financial Report (Form 1):**

1. These reports **must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

**Quarterly Financial Report (Form 1) and Detail of Claims (Form 2 and 3):**

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form **must** accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT  
2555 SHUMARD OAK BOUEVARD  
TALLAHASSEE, FLORIDA 32399-2100  
Attn: (Contract Manager's name)

**Budget - (Form 4):**

1. **The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.**
2. **This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).**
3. **This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.**

**Staffing Detail - (Form 5):**

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc.

**Historical for Match - (Form 6):**

1. **AGREEMENT PERIOD 2012-2013 - This will consist of the last quarter of the county's fiscal year 2011-2012 and the first three quarters of the county's fiscal year 2012-2013**
2. This information represents the county's general funds and all federal and/or state funds provided for the county's Emergency Management Program for Fiscal Year 2012-2013. Federal Funds requires a dollar for dollar non-federal match from county generated funds or other non-federal funds.
3. This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs.
4. Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

**EXPENDITURE DEFINITIONS - This sample report should serve only as an example - Use actual data from your County's financial records**

1. Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.
2. Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
3. Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.
4. Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.
5. Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

**Close Out Report - (Form 7):**

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

**Documentation of project expenditures:**

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT  
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**







**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT  
LOCAL EMERGENCY MANAGEMENT BUDGET**

Form 4

County	2012-2013 LOCAL (10/1/12-9/30/13)	2011-2012 LOCAL (10/1/11-9/30/12)	2010-2011 LOCAL (10/1/10-9/30/11)	Average of 3 years	County Contribution (%) Based on 3 year average	Reduction in County Budget (%) Based on 3 year average	County Contribution (%) Based on Previous Year Budget (12-13)	Reduction in County Budget (%) Based on Previous Year Budget (12-13)	Comments
				\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

**This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).**

27P-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

**COUNTY EMERGENCY MANAGEMENT AGENCY  
ANTICIPATED SALARIES & BENEFITS  
STAFFING DETAIL**

Form 5  
FY 2013-2014

Name & Position Title [1]	Approx. # of Hrs./Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits \$ by Position [3]	LOCAL		STATE/FEDERAL				% Total All Funds [10]	
			% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% EMPG Base Grant (Federal) [7]	% Hazardous Materials Planning Grant (State) [8]	% Other State or Federal Funds [9]		

**DIRECTIONS:**

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.
5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY \_\_\_\_\_

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES

HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2012-2013

(Dates: July 1, 2012 - June 30, 2013)

FORM 6

Expenditure Categories	LOCAL			STATE/FEDERAL			Total State and/or Federal Funds [d+e+f+g+h]	TOTAL Total County EM Agency Funding [c+h+i]
	County General Fund (Local) [a]	Other Local Funds [b]	Local [a+b+c]	State Portion of EMPA Base Grant [d]	Federal Portion of EMPG Base Grant [e]	Hazardous Materials Planning Grant (state) [f]		
1. Salaries & Benefits			\$ -				\$ -	\$ -
2. Other Personal/Contractual Ser.			\$ -				\$ -	\$ -
3. Expenses			\$ -				\$ -	\$ -
4. Operating Capital Outlay			\$ -				\$ -	\$ -
5. Fixed Capital Outlay			\$ -				\$ -	\$ -
Total Expenditures \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Amount of funds provided as match for Federal portion of grant (EMPG) \$ \_\_\_\_\_

Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2012-2013 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

AGREEMENT PERIOD 2012-2013 - This will consist of the last quarter of the county's fiscal year 2011-2012 and the first three quarters of the county's fiscal year 2012-2013

**Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100**

**Emergency Management Preparedness and Assistance Grant Program  
Form 7  
Close-Out Report**

**This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.**

Grantee \_\_\_\_\_

Agreement No. \_\_\_\_\_

Address \_\_\_\_\_

Agreement Amount \_\_\_\_\_

City and State \_\_\_\_\_

Agreement Period \_\_\_\_\_

Payments Received Under this Agreement  
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
Total	\$0.00

Date	Amount
1	
2	
3	
4	
5	
Total 6	\$0.00

Agreement Amount \_\_\_\_\_

Minus Total Payments  
(Including final requested funds – Line 6) \_\_\_\_\_

Unspent balance \_\_\_\_\_

**Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.**

**Make checks payable to:  
Cashier, Division of Emergency Management**

**Mail To:  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Attn: (contract manager)**

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed \_\_\_\_\_  
Grantee Contract Manager or Financial Officer

Date \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

**EXPENDITURE CATEGORY DEFINITIONS**

**1**     **SALARY AND BENEFITS:**

The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

**2**     **OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):**

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

**3**     **EXPENSES:**

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

**4**     **OPERATING CAPITAL OUTLAY:**

Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

**5**     **FIXED CAPITAL OUTLAY:**

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

## Economic Development Report JUNE 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:

Business Name/Location	Capital Investment	Total Employees	Announcement Date	Services
National Solar Power, LLC (site is under review)	\$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	\$10,000,000	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 8 Businesses)				
Quincy By-Pass	\$13,600,000	N/A	November 2012	BCE

Quincy Joist-Retention/Replacement	N/A	75	2013	ABF
------------------------------------	-----	----	------	-----

**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 *plus*, 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. October 1, 2013-June 30, 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.

## Active June 2013 Economic Development

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(Delayed)	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	Greensboro, Gretna, Chattahoochee	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( Delayed)	2013	20	N/A
Project Cup	Manufacturing	Midway	2013	12	N/A
Grocery Store	Retail	Chattahoochee	Open	10n/a	
Project Timber	Manufacturing	County (Delayed)	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	<b>REJECTED</b>	\$350 million
Project Bottle	Bottle Water	County	2012	<b>REJECTED</b>	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
Coastal 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 / Now Closed

Gamboa Brothers, Inc.

GLF

Subcontractors

## Economic Development Support & Relationship Building Initiatives

Project Name	Description	Quantity (if applicable)
Small Business Service Center	Small Business Assistance	28 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	Major 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	2
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	<b>Dale Brill</b> , President of Florida Chamber of Commerce <b>Barney Bishop</b> , Pres & CEO of Associated Industries of Florida <b>Dave Hodges</b> , Business Editor of Tallahassee Democrat <b>Representatives of National Solar Power, LLC</b> <b>Senator Bill Montford</b> <b>Sheriff Morris Young</b>	
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 July 15, 2013

Area

Job Openings

Gadsden County	221
----------------	-----

### Labor Market Information - Area Wages

The average weekly wage for Gadsden County in 4<sup>th</sup> Quarter 2012 was \$638. This would be equivalent to \$15.95 per hour or \$33,176 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 4th Quarter 2012 time period.

Area	Average Weekly Wage
Gadsden County	\$638
Florida	\$881

*Source: FL Labor Market Statistics, Quarterly Census of Employment and Wages Program*

### Labor Market Information - Unemployment Rates

Here is the labor force, employment and unemployment information for Gadsden County. These figures are for the May, 2013 time period. These figures are not seasonally adjusted.

Area	Civilian Labor Force	Number Employed	Number Unemployed	Unemployment Rate	Preliminary Data
Gadsden County	19,117	17,742	1,375	7.2%	Yes
Florida	9,450,000	8,792,000	658,000	7.1%	Yes
United States	155,658,000	143,898,000	11,760,000	7.6%	Yes

*Source: Labor Market Statistics, Local Area Unemployment Statistics Program*

### Labor Market Information - Industries

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	1004

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*

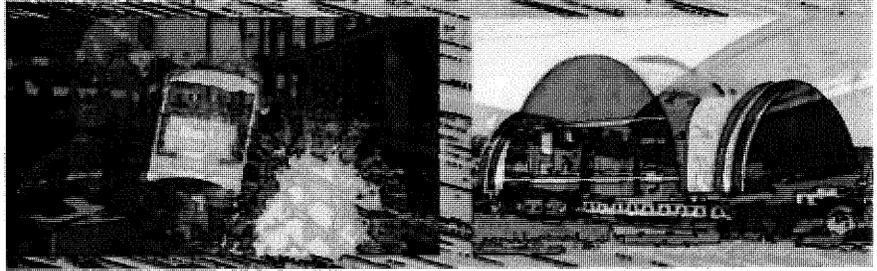
## **Quincy Joist Update- July, 2013**

Attached are the Media Releases detailing the announcement that Quincy Joist, a subsidiary of Schuff International, Inc. has been acquired by Canam Group, Inc.

The purchase of the Quincy Facility includes all equipment, inventory and several buildings. It excludes the land.

The Chamber has been and will continue to be involved in discussions with both companies on two main issues. Quincy Joist had 75 employees at the time of the announcement. We are working with Workforce Plus and have also had an active role in connecting with other regional companies in need of skilled workers.

The other critical area that the Chamber has been involved in is the possible demolition or dismantling/relocation of the existing buildings. We have met with both of the companies involved in the transaction and have asked them to please reconsider. Without the existing buildings which total about 150,000 sq. ft., the community would have a small chance to replace much needed jobs.



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Today is Wednesday, 7-17-2013

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## Schuff International Signs an Agreement to Sell the Assets of Quincy Joist Company

PHOENIX, AZ--(Marketwired - Apr 29, 2013) - Schuff International, Inc. (PINKSHEETS: SHFK), a family of companies providing fully integrated steel construction services, announces an agreement to sell the majority of the steel joist fabrication assets of its subsidiary, Quincy Joist Company, to Canam Steel Corporation, a subsidiary of Canam Group, Inc. Under the agreement, the assets include the joist plant in Buckeye, Arizona, including all equipment and inventory, and the joist plant (excluding the land) in Quincy, Florida, including all equipment and inventory. The transaction is subject to due diligence.

The closing on the Arizona assets is expected in approximately 30 days, while the closing on the Florida assets is scheduled to occur in approximately 60 days after Quincy completes the work currently scheduled in the Florida plant. In connection with the sale of the Florida assets, Schuff has provided written notice of business closing at the Quincy, Florida location, as required by the Worker Adjustment Retraining and Notification Act ("WARN").

Schuff International's President and Chief Executive Officer, Scott Schuff, stated that the sale of Quincy Joist assets will allow Schuff to focus on the Company's strengths. "This strategic sale of non-core business assets provides us with further opportunity to strengthen our industry-leading steel fabrication and erection business by reinvesting in our existing steel fabrication plants and/or reduction of debt."

### About Schuff International, Inc.

Schuff International, Inc. (PINKSHEETS: SHFK) and its family of steel companies is the largest steel fabrication and erection company in the United States. The 37-year-old Company executes projects throughout the country as well as internationally. Schuff offers integrated steel construction services from a single source including design-build, design-assist, engineering, BIM participation, 3D steel modeling/detailing, fabrication, advanced field erection, project management, and single-source steel management systems. Schuff International, Inc. employs approximately 1,500 people throughout the country. For more information, visit: [www.schuff.com](http://www.schuff.com).

*Certain statements in this news release may contain forward-looking information within the meaning of the Private Securities Litigation Reform Act of 1995, and are subject to the safe harbor created by those rules. All statements, other than statements of fact, included in this release, are forward-looking statements that involve substantial risks and uncertainties. There can be no assurance that such statements will prove to be accurate and actual results and future events could differ materially from those anticipated in such statements. These risks and uncertainties include, but are not limited to, the Company's ability to successfully complete the transaction; Canam Group's ability to successfully complete the transaction; the Company's ability to reinvest or pay-off debt; actions taken or not taken by third parties, including the Company's customers, suppliers, business partners, and competitors and legislative, regulatory, judicial and other governmental authorities and officials. The Company cautions that these forward-looking statements are further qualified by other factors. The Company undertakes no obligation to publicly update or revise any statements in this release, whether as a result of new information, future events or otherwise.*

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June 4, 2013

## Canam Group Completes the Acquisition of a Steel Joist Plant in Arizona

(SAINT-GEORGES, QC) – Canam Group Inc. (TSX: CAM), specialized in the design and fabrication of construction products, today announced the completion of a transaction by its U. S. subsidiary, Canam Steel Corporation, that was announced on April 29, 2013 to acquire the steel joist fabrication assets of Quincy Joist Company, a subsidiary of Schuff International, Inc. (OTC: SHFK). These assets, which are located in Buckeye, Arizona, include all equipment and inventory.

Canam Group should conclude the purchase of the Quincy Joist facility in Quincy, Florida, which also includes all equipment and inventory but excludes the land when the plant ceases operations in July. The total amount of the two transactions corresponds to the carrying amount of the purchased assets plus the value of inventories.

### About Canam Group Inc.

Canam Group is the largest fabricator of steel components in North America. Specialized in designing construction solutions and fabricating customized products since 1961, Canam Group takes part in an average of 10,000 construction projects each year in three activity sectors: **buildings**, **structural steel** and **bridges**. The Corporation operates 21 plants across North America and employs 3,400 people in Canada, the United States, Romania, India and Hong Kong.

- 30 -

### Source:

**François Bégin**  
Vice President, Communications  
Canam Group Inc.  
418-228-8031  
[francois.begin@canamgroup.ws](mailto:francois.begin@canamgroup.ws)

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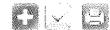
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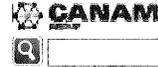
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You can also register by contacting at 450-641-4000 or by [email](#).

April 29, 2013

## Canam Group Signs an Agreement to Acquire a Steel Joist Plant in Arizona

(SAINT-GEORGES, QC) – Canam Group Inc. (TSX: CAM) based in Saint-Georges-de-Beauce today announced the signature of an agreement by its subsidiary, Canam Steel Corporation, to acquire the steel joist fabrication assets of Quincy Joist Company, a subsidiary of Schuff International, Inc. (OTC: SHFK). These assets comprise a plant in Buckeye, Arizona, including all equipment and inventory, as well as a plant in Quincy, Florida, including all equipment and inventory but not the land. The transaction is subject to due diligence.

Canam Group, which already operates a joist fabrication plant in Florida, will take possession of the Quincy assets when the current owner halts production activities. The equipment will be transferred to Canam Group's other joist fabrication plants; no decision has been made in connection with the buildings.

President and Chief Executive Officer Marc Dutil stated that the Quincy Joist's ability to fabricate specialty products played a role in the decision to move ahead with the transaction. "The Canam and Quincy Joist teams share the same values that are centered on customer satisfaction and the timely delivery of quality products. The integration process should go smoothly." Mr. Dutil added that this transaction will grow Canam's presence in the southwestern U.S. while also favoring market consolidation.

The plant in Buckeye, a municipality located approximately 60 kilometers (37 miles) west of Phoenix, employs about 70 people and has an annual production capacity of 30,000 tons.

- 30 -

Source:  
**François Bégin**  
 Vice President, Communications  
 Canam Group Inc.  
 418-228-8031  
[francois.begin@canamgroup.ws](mailto:francois.begin@canamgroup.ws)

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# THE CITY OF QUINCY

## QUINCY FIRE DEPARTMENT

---

QFD REPORT  
PROPOSED AEROSOL PLANT  
1066 Strong Road, Quincy

DATE: July 16, 2013

County Commissioners:

Upon review of the Spray Quimica project, it is Quincy Fire Department's recommendation that the project proceed with the following understanding.

It is imperative that all NFPA requirements are met if this facility is allowed to operate in this jurisdiction. NFPA Life Safety Code 101 chapter 40 applies in general. Chapter 42 could apply to some Storage areas. NFPA 30B applies. NFPA 58 applies to outside storage tanks. In addition to these code requirements any codes referenced within these codes will apply as well.

To maintain safety, I recommend requiring a minimum of two fire safety inspections at the facility annually by the local fire marshal.

Based on my research on similar processes as this project in general, as long as all requirements are met and systems are maintained according to standards, it is the Fire Department recommendation that these standards be incorporated into the development order and/or specifically be made a part of Board approval.

As mentioned in the Planning Commission meeting on June 27<sup>th</sup>, the ideal time to fight a fire is before one occurs. QFD has equipment and personnel to manage incidents with sources within the Department and from outside the Department through mutual aid. Through a thorough planning and inspection program we can mitigate and reduce many hazards prior to them reaching a point of danger to life and health.

Sincerely,



Chief Scott Haire, Local Fire Marshal  
Quincy Fire Department

QFD REPORT ON  
PROPOSED AEROSOL PLANT

NFPA Fire Protection Handbook (2003) makes a statement on the World View of Aerosol Products Manufacture and Storage on page 6-287. It states, "Aerosol product components and formulations are similar throughout the world. Manufacturing procedures are also quite similar and tend to follow NFPA 30B, *Code for the Manufacture and Storage of Aerosol Products*.... Protection of aerosol products in storage and display varies throughout the world. Protection criteria of NFPA 30B are used extensively throughout the United States. Elsewhere in the world these criteria are followed only where multinational aerosol manufacturers or HPR insurance carriers require it. Protection requirements outside the United States vary from little to no fire protection up to extreme protection where incidents have occurred. Delineation of aerosol products into Levels 1, 2, and 3 based on formulation is also not followed in most other areas of the world."

Applicable NFPA Standards: NFPA 30B (Aerosol Filling Room), NFPA 58 (Outside Tanks)

The most potentially hazardous point in the operation of aerosol plant facilities are the aerosol filling rooms. It is my understanding that personnel are required to be in this room while the operation is fulfilled.

The minimum requirement for this type of facility will be to meet all aspects of NFPA 30B and NFPA 58 (for the outside tanks). NFPA 30B is a large document covering many aspects of protection of Aerosol Filling Plants (AFPs). Among the broader aspects are some mentioned here:

\*A gas house is required to be 25 feet from the propellant tanks and from any flammable and combustible liquids. The gas house is where the aerosols are filled with product and propellant. It may be a separate building or within an existing structure, but if inside it must be separated by noncommunicating walls. The idea of the gas house is that it is a controlled environment in which it is easier to eliminate the chances of anything going wrong, such as fire or explosion. (See Attachment A for more on gas house)

\*Another requirement is for continuous nonrecirculating ventilation, ½ ft. above the floor. There is also the requirement for emergency (increased) floor-level ventilation that is activated automatically by a gas detection system.

\*A further requirement is for a gas detection system with audible and/or visible alarms that activate when the gas vapors hit 20% of the lower explosive limits (LEL). Being at only 20% of the lower explosive limit when the initial alarm sounds the operator is alerted of a problem with ample safety factor built in (4 to 5x safety factor). The alarm will sound long before the process reaches an explosive mixture. Safety measures that are required under these codes minimize the chances of catastrophic fires or explosions.

\*Any forklifts operated inside the plant will be intrinsically safe (explosion-proof).

\*All electrical equipment is required to be suitable for Class I, Division I locations. They are required to utilize explosion-proof electrical installations.

\*A water bath system is to be used as required by DOT 173.1200(8)(E) and NFPA. In this process, each completed container filled for shipment must have been heated until the pressure in the container is equivalent to the equilibrium pressure of the content at 130 degrees F without evidence of leakage, distortion, or other defect.

A fire occurred in an aerosol filling plant (AFP) in 2004. In short, an investigation revealed that:

1. The AFP did not have an NFPA 30B Gas House.
2. The AFP did not have any ventilation.
3. The AFP did not have any gas monitors or alarms.
4. The AFP did not use explosion-proof forklifts.

The investigation found the fire did not initiate until a forklift passed by an open door to an aerosol room that was adjacent to a rack of finished aerosol products. Had NFPA standards been adhered to the incident would have been averted. One employee who worked in the aerosol filling room received horrific burns that included the loss of his ears and hands.

After reviewing this article and the relevant NFPA 30B Code, it is easy to understand that a catastrophic situation could have been averted if required safeguards had been followed. The operation of this type of facility becomes very hazardous when safety measures have been overlooked or avoided altogether.

According to Diversified CPC, in a presentation given on the subject the author explains, "To the best of my knowledge, no aerosol plant which was equipped with the required safety systems and has maintained these systems has suffered a damaging fire or explosion."

## ATTACHMENT A (The Gas House), Excerpts taken from NFPA 30B

\*The Aerosol Gas House is the key element in the production of flammable aerosols. The proper design of this system requires certain key elements:

1. Construction: The Gas House must be constructed of nonflammable materials with a wall strength of 100 psf minimum (exception: the blowout panels/windows may be lexan or other synthetic material).
2. Ventilation: The Gas House must have ventilation that meets the requirements of NFPA 30B/NFPA 58. To this extent the air changes per minute must be 1 or greater for normal operation or 2 or greater for elevated levels of flammables, or meet the requirements of NFPA30B 3-5.2. In addition, the air pressure in the gas house must be negative in relation to its adjacent environment.
3. Detection: The Gas House must be protected with a gas sensor system capable of detecting the quantity of flammable material in the gas house. This system must be integrated with a control system to meet the requirements of NFPA 30B.
4. Suppression: As required by NFPA 30B an effective suppression system must be installed in the gas house (NFPA30B 3-12).
5. Electrical systems must be explosion proof or intrinsically safe.
6. All systems should be grounded or bonded to a grounded surface.

The gas house and the area around the storage tank system are heavily regulated and controlled areas. Only trained, authorized personnel are to work in and around the gas house and storage tank system. The gas house cannot run without all systems being fully functional. Any malfunction in the gas house will shut down the entire operation. The Area around the gas house for 15 feet is restricted access.

ATTACHMENT B (Notes from June 27, 2013 Meeting with Mr. Pons)

I met with Mr. Pons on June 27, 2013 and as reported in the Planning Commission Meeting that evening, Mr. Pons assured all involved that he is following all NFPA Codes and Standards as well as other State, Federal and Local Ordinances and Statutes.

I prepared a list of questions for Mr. Pons regarding Spray Quimica for the meeting on June 27, 2013. He answered all concerns satisfactorily. Below is a synopsis of the fire protection portion of our meeting:

1. The Gas House:
  - a. I told Mr. Pons it was our understanding the gas house (formulation area) was going to be a separate building but on the site plan it had the formulation area as part of the main building. He agreed to build the gas house separate from the main building with all applicable codes applied.
  - b. He also agreed the gas house would meet all requirements of NFPA 30B the Code relates to gas sensing/detection equipment, alarms and control systems.
  - c. The gas house will also utilize nonrecirculating ventilation as required by NFPA 30B.
2. NFPA 30B chapter 5.1.1 states, "A deflagration suppression system meeting the requirements of NFPA 69, *Standard on Explosion Prevention Systems*, shall be installed in flammable propellant charging rooms and flammable propellant pump rooms. Mr. Pons agreed and advised he would take all necessary steps to assure compliance with codes.
3. Will equipment, wiring and all other processes in hazardous area be intrinsically safe (explosion-proof) including any forklifts operated in the facility as required by NFPA 30B? Mr. Pons agreed that all intrinsically safe equipment would be installed and utilized where required.
4. I saw no evidence of the required water bath system on the site plan. Mr. Pons explained the water bath system is used in his current processes and will be utilized in this plant as required by the Code.

**Rick Scott**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

**Vision:** To be the **Healthiest State** in the Nation

July 16, 2013

**RECEIVED**

JUL 24 2013

**COUNTY ADMINISTRATOR'S  
OFFICE**

Chairperson  
Gadsden County Board  
of County Commissioners  
Post Office Box 920  
Quincy, Florida 32353-0920

Dear Chairperson:

We are pleased to announce that you may now request the annual emergency medical services (EMS) county grant funds for the improvement and expansion of your county's pre-hospital EMS. The amount for your county this year is \$12,754.00.

The stipulation for improvement and expansion is mandated by section 401.113 (1), *Florida Statutes* that requires counties to use the funds solely to improve and expand pre-hospital EMS. Therefore, costs are not allowed for replacement, ongoing expenses, and recurring dues or payments of any kind. Your total grant budget must equal the amount cited above; although, you may request changes during the grant period.

We are again using the 2008 edition grant booklet and forms. You can access the PDF form online at <http://www.fl-ems.com/Forms/Forms.html> or contact state grant staff for the forms in Microsoft Word.

To obtain the funds, the county must appropriately complete and send to the state one signed original and one copy of the two-page application, DH Form 1684; Request for Grant Fund Distribution page, DH Form 1767P; and a resolution described in Item #4 of the application form. Send to: Attn. Alan Van Lewen, DOH EMS Program County Grants, 4052 Bald Cypress Way, Mail Bin A22, Tallahassee, FL 32399-1722. The deadline for us to receive completed applications is November 15, 2013.

Thank you for your previous cooperation and support to improve and expand quality EMS. Please contact me, if you have any questions.

Sincerely,

Alan Van Lewen  
Health Services and Facilities Consultant  
EMS Program Grants Unit

cc: Mr. Tommy Baker, EMS Director

**Florida Department of Health**

Bureau of Emergency Medical Oversight, EMS Program  
4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722  
PHONE: (850) 245-4440, Ext. 2734 • FAX (850) 245-4378

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Florida Department of  
Law Enforcement

Gerald M. Bailey  
Commissioner

**Business Support**  
**Office of Criminal Justice Grants**  
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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*

July 18, 2013

**RECEIVED**

JUL 24 2013

**COUNTY ADMINISTRATOR'S  
OFFICE**

Ms. Katherine Pondexter  
Chief Financial Officer  
Gadsden County Sheriff's Office  
339 East Jefferson Street  
Quincy, Florida 32351

Dear Ms. Pondexter:

The Florida Department of Law Enforcement (FDLE) was informed by the United States Department of Justice (DOJ) that the anticipated Justice Assistance Grant (JAG) funds allocated to the State of Florida will increase as a result of including additional unobligated funds from previous federal fiscal years. We are pleased to announce that this results in an increase of JAG Countywide funding for each county. The amount allocated for Gadsden County has increased to \$43,597. The 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 must show the new allocation of dollars to each project in the county.

The deadline for the on-line submission of the JAG Countywide applications is extended until July 31, 2013. Please contact Planning Manager Janice Parish if this deadline poses additional concerns, if you have any questions regarding changes with your JAG application, or you need the application returned in the Subgrant Information Management On-Line (SIMON) system. The Office of Criminal Justice Grants (OCJG) is available for assistance Monday through Friday, 8:00 a.m. – 5:00 p.m. EDT. For issues relating to SIMON, please contact (850) 617-1250 and reference the SIMON Help Desk.

Sincerely,

Petrina Tuttle Herring  
Administrator

PTH/jp

cc: Chief Official for Gadsden County  
Mayors in Gadsden County  
Law Enforcement Agencies in Gadsden County  
Project Directors in Gadsden County

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To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Vision:** To be the Healthiest State in the Nation

July 19, 2013

Gadsden County Board of County Commissioners  
Robert Presnell, County Administrator  
P.O. Box 1799  
Quincy, Florida 32353

**RECEIVED**  
JUL 23 2013  
COUNTY ADMINISTRATOR'S  
OFFICE

Dear Mr. Presnell:

Enclosed is the report of activities and expenditures of the Gadsden County Health Department for the period October 1, 2012 through June 30, 2013. Chapter 154, F.S., and the contract between the Department of Health and Gadsden County require this report be submitted on a quarterly basis.

The reports are comprised of the following sub-reports produced by the Department's Contract Management System.

1. DE 385 – "Contract Management Variance Report" which compares the planned services, clients/units, FTEs, and expenditures with actual figures.
2. DE 580 – "Analysis of Fund Equities" shows total CHD year-to-date revenues, expenditures, beginning cash balance, and year-to-date equity. In accordance with Chapter 154, this report also splits cash balances/equity into state and county components.
3. "Gadsden CHD Program Service Variance Analysis" which explains variances in actual expenditures that is greater or less than 25 percent of planned expenditure levels.

If you have any questions, please feel free to contact Michael Sentman, Director of Operations at 850-875-7200 ext. 398.

Sincerely,

Aaron M. Kissler, MPH  
Administrator

Enclosure(s)

cc: Beth Benton, Bureau of Budget Management  
Michael L. Sentman, Director of Operations  
File

Florida Department of Health County Health Department

Contract Management System

Variance Report  
Gadsden CHD for Report Period 10/2012 to 6/2013

Run date: 07/17/2013

Program Component / Title	F T E S			Clients or Units			Visits or Services			Expenditures		
	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance
1 Immunization	3.34	3.28	1.83	724	1,600	-54.75	1,022	2,095	-51.22	\$82,577	\$106,583	-22.52
2 Sexually Trans. Dis.	4.65	4.61	0.87	622	570	9.12	1,161	1,162	-0.09	\$172,449	\$178,442	-3.36
3 AIDS	1.41	1.76	-19.89	2	450	-99.56	57	825	-93.09	\$65,804	\$70,034	-6.04
4 Tuberculosis	1.66	1.97	-15.74	107	225	-52.44	301	675	-55.41	\$67,140	\$78,000	-13.92
6 Comm. Dis. Surv.	0.17	0.32	-46.88	3	0	0	19	262	-92.75	\$8,439	\$9,909	-14.83
9 Hepatitis	0.00	0.00	0.00	2	0	0	3	0	0	\$30	(\$7)	-530.58
16 Preparedness and Response	0.01	0.00	8.26	0	0	0	0	0	0	\$42,833	\$48,090	-10.93
80 Vital Records	1.31	1.21	8.26	2,111	2,438	-13.41	3,203	3,300	-2.94	\$44,913	\$41,543	8.11
<b>Communicable Disease Total</b>	<b>12.55</b>	<b>13.15</b>	<b>-4.56</b>	<b>3,571</b>	<b>5,283</b>	<b>-32.41</b>	<b>5,766</b>	<b>8,319</b>	<b>-30.69</b>	<b>\$484,186</b>	<b>\$532,594</b>	<b>-9.09</b>
10 Chronic Disease Prevention Pro	2.85	0.82	247.56	467	75	522.67	233	150	55.33	\$125,317	\$91,422	37.07
12 Tobacco Use Intervention	0.00	0.00	0.00	0	0	0	0	0	0	(\$7)	(\$4)	63.26
21 WIC	11.83	10.66	10.98	2,942	3,375	-12.83	23,696	27,375	-13.44	\$447,767	\$446,511	0.28
23 Family Planning	9.18	11.36	-19.19	1,011	1,950	-48.15	3,062	4,950	-38.14	\$435,395	\$429,332	1.41
25 Improved Pregnancy Outcome	6.66	6.59	1.06	272	330	-17.58	2,098	2,138	-1.87	\$190,180	\$221,473	-14.13
27 Healthy Start Prenatal	7.39	8.64	-14.47	370	482	-23.24	3,310	3,467	-4.53	\$346,300	\$353,844	-2.13
29 Comprehensive Child Health	0.68	0.71	-4.23	144	82	75.61	193	150	28.67	\$20,886	\$23,588	-11.46
31 Healthy Start Child	0.96	1.91	-49.74	394	322	22.36	1,636	1,650	-0.85	\$29,964	\$45,413	-34.02
34 School Health	12.96	14.82	-12.55	0	0	0	32,895	48,750	-32.52	\$567,810	\$598,609	-5.15
37 Comprehensive Adult Health	2.34	0.98	138.78	280	94	197.87	393	150	162.00	\$132,948	\$108,621	22.40
38 Community Health Development	1.98	3.87	-48.84	0	0	0	0	1,125	-100.00	\$105,861	\$132,555	-20.14
40 Dental Health	17.11	14.07	21.61	2,559	3,750	-31.76	7,601	9,000	-15.54	\$1,052,578	\$990,913	6.22
<b>Primary Care Total</b>	<b>73.94</b>	<b>74.43</b>	<b>-0.66</b>	<b>8,439</b>	<b>10,460</b>	<b>-19.32</b>	<b>75,117</b>	<b>98,905</b>	<b>-24.05</b>	<b>\$3,455,000</b>	<b>\$3,442,277</b>	<b>0.37</b>
Water & Onsite Sewage	2.78	2.42	14.88	190	117	62.39	596	343	73.76	\$116,570	\$109,219	6.73
Facility Programs	1.50	1.74	-13.79	79	271	-70.85	495	727	-31.91	\$57,701	\$56,620	1.91
Groundwater Contamination Program	0.18	0.36	-50.00	11	336	-96.73	54	383	-85.90	\$8,016	\$12,091	-33.71
Community Hygiene	0.23	0.25	-8.00	20	35	-42.86	63	115	-45.22	\$8,970	\$7,785	15.23
<b>Environmental Health Total</b>	<b>4.69</b>	<b>4.77</b>	<b>-1.68</b>	<b>300</b>	<b>759</b>	<b>-60.47</b>	<b>1,208</b>	<b>1,568</b>	<b>-22.96</b>	<b>\$191,257</b>	<b>\$185,715</b>	<b>2.98</b>
<b>Grand Total</b>	<b>91.18</b>	<b>92.35</b>	<b>-1.27</b>	<b>12,310</b>	<b>16,502</b>	<b>-25.40</b>	<b>82,091</b>	<b>108,792</b>	<b>-24.54</b>	<b>\$4,130,443</b>	<b>\$4,160,586</b>	<b>-0.72</b>

**Florida Department of Health County Health Department**

**Contract Management System**

**Analysis of Fund Equities**

**Gadsden County for Report Period 7/2012 to 6/2013**

Run date: 07/17/2013

	<b>State</b>	<b>County</b>	<b>Total</b>
Fund Balance 07/12	(\$398,962.53)	(\$166,329.26)	(\$565,291.79)
Revenue Contract - YTD			
<b>Communicable Disease</b>			
001009 Debit Memo - Bad Checks	\$0.00	\$19.44	\$19.44
001076 MEDICAID TB	\$0.00	(\$30.00)	(\$30.00)
001077 Clinic Fee - County	\$0.00	(\$11,015.79)	(\$11,015.79)
001078 MEDICAID ADMINISTRATION OF VACCINE	\$0.00	(\$8,677.21)	(\$8,677.21)
001087 MEDICAID STD	\$0.00	(\$33,640.35)	(\$33,640.35)
001090 Medicare - Part B	\$0.00	(\$72.38)	(\$72.38)
001114 Vital Statistics - Birth Certificate	\$0.00	(\$28,992.01)	(\$28,992.01)
001115 Vital Statistics - Death Certificate	\$0.00	(\$13,318.00)	(\$13,318.00)
001117 Vital Statistics - Administrative Fee	\$0.00	(\$1,258.50)	(\$1,258.50)
004010 Cash Overage Shortage	\$0.00	(\$0.06)	(\$0.06)
005041 Interest Earned - State Investment Account	\$0.00	(\$123.80)	(\$123.80)
007000 Federal Grants	(\$124,574.81)	\$0.00	(\$124,574.81)
008030 BCC Contribution from Health Care Tax	\$0.00	(\$5,370.70)	(\$5,370.70)
008034 BCC Contribution from General Fund	\$0.00	(\$2,327.82)	(\$2,327.82)
010400 Sale of Goods Outside State Government	\$0.00	(\$40.79)	(\$40.79)
011001 Healthy Start Coalition	\$0.00	(\$0.53)	(\$0.53)
012021 Service Charge on Returned Check	\$0.00	(\$2.51)	(\$2.51)
015010 Transfers Within Agency	(\$7,871.24)	\$0.00	(\$7,871.24)
015040 CATEGORICAL GENERAL REVENUE	(\$162,063.00)	\$0.00	(\$162,063.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$249,480.17)	\$0.00	(\$249,480.17)
015060 Non-Categorical Tobacco Rebasing	(\$2,992.18)	\$0.00	(\$2,992.18)
018000 Refunds	(\$289.19)	(\$32.31)	(\$321.50)
<b>Communicable Disease Subtotal</b>	<b>(\$547,270.60)</b>	<b>(\$104,883.34)</b>	<b>(\$652,153.94)</b>
<b>Primary Care</b>			
001009 Debit Memo - Bad Checks	\$0.00	\$527.51	\$527.51
001077 Clinic Fee - County	\$0.00	(\$206,331.78)	(\$206,331.78)
001081 MEDICAID CHILD HEALTH CHECK UP	\$0.00	(\$2,501.25)	(\$2,501.25)
001082 MEDICAID DENTAL	\$0.00	(\$962,774.92)	(\$962,774.92)
001083 Medicaid-Family Planning	\$0.00	(\$141,951.90)	(\$141,951.90)
001090 Medicare - Part B	\$0.00	(\$34.00)	(\$34.00)
001191 MEDICAID MATERNITY	\$0.00	(\$222,681.34)	(\$222,681.34)
001193 MEDICAID COMPREHENSIVE ADULT	\$0.00	(\$6,175.96)	(\$6,175.96)
004010 Cash Overage Shortage	\$0.00	(\$1.85)	(\$1.85)
005041 Interest Earned - State Investment Account	\$0.00	(\$3,580.30)	(\$3,580.30)
007000 Federal Grants	(\$816,370.99)	\$0.00	(\$816,370.99)
008030 BCC Contribution from Health Care Tax	\$0.00	(\$160,886.01)	(\$160,886.01)
008034 BCC Contribution from General Fund	\$0.00	(\$67,319.10)	(\$67,319.10)
008050 School Board Contribution	\$0.00	(\$125,125.00)	(\$125,125.00)
010400 Sale of Goods Outside State Government	\$0.00	(\$1,179.58)	(\$1,179.58)
011001 Healthy Start Coalition	\$0.00	(\$460,318.11)	(\$460,318.11)
012021 Service Charge on Returned Check	\$0.00	(\$349.28)	(\$349.28)
015010 Transfers Within Agency	(\$47,728.48)	\$0.00	(\$47,728.48)
015040 CATEGORICAL GENERAL REVENUE	(\$421,475.00)	\$0.00	(\$421,475.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$503,968.12)	\$0.00	(\$503,968.12)
015060 Non-Categorical Tobacco Rebasing	(\$6,044.43)	\$0.00	(\$6,044.43)
015075 Transfer of Federal Grant from Another Agency	(\$258,846.00)	\$0.00	(\$258,846.00)

**Florida Department of Health County Health Department**

**Contract Management System**

**Analysis of Fund Equities**

**Gadsden County for Report Period 7/2012 to 6/2013**

Run date: 07/17/2013

		State	County	Total
<b>Primary Care</b>				
018000	Refunds	(\$584.36)	(\$945.39)	(\$1,529.75)
037000	Prior Year Warrant Cancellation	(\$38.80)	(\$47.70)	(\$86.50)
<b>Primary Care Subtotal</b>		(\$2,055,056.19)	(\$2,361,675.95)	(\$4,416,732.14)
<b>Environmental Health</b>				
001009	Debit Memo - Bad Checks	\$0.00	(\$123.95)	(\$123.95)
001020	Environmental Health Permits	(\$18,463.30)	\$0.00	(\$18,463.30)
001077	Clinic Fee - County	\$0.00	(\$449.94)	(\$449.94)
001092	Environmental Health Fee - State	(\$39,439.20)	\$0.00	(\$39,439.20)
001093	CHD On-line Billing Fee	(\$356.01)	\$0.00	(\$356.01)
001094	Environmental Health Fee - County	\$0.00	(\$20,696.00)	(\$20,696.00)
004010	Cash Overage Shortage	\$0.00	(\$0.09)	(\$0.09)
005041	Interest Earned - State Investment Account	\$0.00	(\$165.83)	(\$165.83)
007000	Federal Grants	(\$120.42)	\$0.00	(\$120.42)
008030	BCC Contribution from Health Care Tax	\$0.00	(\$7,193.96)	(\$7,193.96)
008034	BCC Contribution from General Fund	\$0.00	(\$3,118.08)	(\$3,118.08)
010304	Inspection Fees	(\$5,751.90)	\$0.00	(\$5,751.90)
010400	Sale of Goods Outside State Government	\$0.00	(\$54.64)	(\$54.64)
011001	Healthy Start Coalition	\$0.00	(\$0.71)	(\$0.71)
012021	Service Charge on Returned Check	\$0.00	(\$28.21)	(\$28.21)
015010	Transfers Within Agency	(\$11,927.27)	\$0.00	(\$11,927.27)
015050	NON CATEGORICAL GENERAL REVENUE	(\$55,728.71)	\$0.00	(\$55,728.71)
015060	Non-Categorical Tobacco Rebasing	(\$668.39)	\$0.00	(\$668.39)
015075	Transfer of Federal Grant from Another Agency	(\$66,498.00)	\$0.00	(\$66,498.00)
018000	Refunds	(\$64.60)	(\$43.28)	(\$107.88)
<b>Environmental Health Subtotal</b>		(\$199,017.80)	(\$31,874.68)	(\$230,892.48)
<b>Unallocated Revenue</b>				
001093	CHD On-line Billing Fee	\$18.51	\$0.00	\$18.51
008030	BCC Contribution from Health Care Tax	\$0.00	\$0.00	\$0.00
008034	BCC Contribution from General Fund	\$0.00	\$0.00	\$0.00
015075	Transfer of Federal Grant from Another Agency	\$3,362.70	\$0.00	\$3,362.70
<b>Unallocated Revenue Subtotal</b>		\$3,381.21	\$0.00	\$3,381.21
<b>Projects</b>				
<b>Projects Subtotal</b>		(\$8,029.56)	\$0.00	(\$8,029.56)
<b>Total Revenue</b>		(\$2,805,992.94)	(\$2,498,433.96)	(\$5,304,426.90)
<b>Expenditures Contract - YTD</b>				
<b>Communicable Disease</b>		\$572,756.91	\$77,312.62	\$650,069.53
<b>Primary Care</b>		\$1,975,651.53	\$2,724,104.47	\$4,699,756.01
<b>Environmental Health</b>		\$202,121.61	\$50,991.14	\$253,112.75
<b>Projects</b>		\$146,687.01	\$0.00	\$146,687.01
<b>Total Expenditures</b>		\$2,897,217.06	\$2,852,408.23	\$5,749,625.30

Florida Department of Health County Health Department

Contract Management System

Analysis of Fund Equities

Gadsden County for Report Period 7/2012 to 6/2013

Run date: 07/17/2013

	State	County	Total
Change in Fund Balance	\$91,224	\$353,974	\$445,198
Ending Equity Balance	(\$307,738)	\$187,645	(\$120,093)

GADSDEN COUNTY HEALTH DEPARTMENT  
 PROGRAM SERVICE VARIANCE ANALYSIS  
 REPORT PERIOD: OCTOBER 2012 - June 2013

PROGRAM SERVICE	VARIANCE AMOUNT	VARIANCE PERCENTAGE	EXPLANATION	ACTIVITIES TO ACHIEVE PLANNED EXPENDITURE LEVEL	COMPLETION DATE
No reportable variances					