

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

**AGENDA**

**Regular Public Meeting  
November 19, 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. Election of the Chairman and Vice Chairman  
(Robert Presnell, County Administrator)

**Clerk of Courts**

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

**Consent**

3. Approval of Minutes:
  - A. October 15, 2013 Regular Meeting
  - B. October 21, 2013 Value Adjustment Board Meeting
4. Ratification of Approval to Pay County Bills
5. Approval of the 2014 Holiday Schedule  
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator / Lonyell L. Black, HRAnalyst)
6. Approval to Dispose of Surplus Property and Equipment  
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator)

7. Approval of Library Annual Plan of Service 2013-2014  
(Robert Presnell, County Administrator / Dr. Carolyn E. Poole, Director of Library Services)
8. Approval of an Interlocal Agreement with the City of Chattahoochee for the Paving of River Landing Road  
(Robert Presnell, County Administrator / Curtis Young, Public Works Director)
9. Approval To Apply For The Assistance to Firefighters Grant  
(Robert Presnell, County Administrator / Tommy Baker, EMS Chief / Andre Walker, Fire Coordinator / Paramedic)

### **Items Pulled for Discussion**

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

### **Public Hearings**

10. **Public Hearing** – Approval of Close-out Budget Amendments for FY’2013  
(Robert Presnell, County Administrator / Connie McClendon, Finance Director / Jeff Price, Senior Management and Budget Analyst)

### **General Business**

11. Approval of Request For Information System Contract  
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator / Martha Chancey, Probation Division Manager)
12. Approval of Economic Development Professional Services Contract  
(Robert Presnell, County Administrator / Lee Garner, President - Gadsden County Development Council, Inc. / Henry Grant, Secretary, Gadsden County Development Council, Inc.)
13. Accepting Existing Non-Maintained Roads Into The County Road System  
(Robert Presnell, County Administrator / Curtis Young, Public Works Director)
14. Randolph & Johnette Kyllonen, Parcel ID No.2-27-3N-5W-0000-00331-0100/Code Enforcement  
(Deborah Minnis, County Attorney / David Weiss, Assistant County Attorney / Robert Presnell, County Administrator / Robert Collins, Building Official)
15. Approval of Agreement With The Management Experts, LLC to Provide Emergency Management Training  
(Shawn Wood, Emergency Management Director)

16. Approval to Accept the Department of Homeland Security Grant for Exercise and Courthouse Security Enhancement / Contract #14-DS-L5-02-29-01 (CFDA #97.067) (Major Shawn Wood, Emergency Management Director))
17. Official Adoption of Resolution #2013-030 For The Amended Gadsden County Local Mitigation Strategy Plan (Shawn Wood, Emergency Management Director)

### **County Administrator**

18. Update on Board Requests

### **County Attorney**

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

### **Discussion Items by Commissioners**

20. 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**

### **December Meeting(s)**

- December 3, 2013, Regular Meeting, 6:00 p.m.
- December 17, 2013, Regular Meeting, 6:00 p.m.

**AT A REGULAR MEETING OF THE BOARD OF COUNTY  
COMMISSIONERS HELD IN AND FOR GADSDEN  
COUNTY, FLORIDA ON OCTOBER 15, 2013 AT 6:00  
P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:**

**Present:**       **Doug Croley, Chair – District 2**  
                   **Eric Hinson, Vice-Chair – District 1**  
                   **Brenda Holt – District 4**  
                   **Sherrie Taylor – District 5**  
                   **Nicholas Thomas, Clerk of Court**  
                   **Deborah Minnis, County Attorney**  
                   **Robert Presnell, County Administrator**  
                   **Marcella Blocker, Deputy Clerk**

**Absent:**       **Gene Morgan – District 3 (excused)**

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

Chair Croley called the meeting to order at 6:00 p.m. and asked everyone to please stand for the prayer and the Pledge of Allegiance. A silent roll call was taken by Marcella Blocker.

**AMENDMENTS AND APPROVAL OF AGENDA**

Chair Croley stated there were amendments to the Agenda and asked Mr. Presnell to please share them.

The following amendments were made:

- Move Item 15 to Item 8
- Move Item 8 to Item 8A

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-0 TO MOVE ITEM 15 TO ITEM 8 AND ITEM 8 TO ITEM 8A.**

**UPON MOTION BY COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-0 TO APPROVE THE AGENDA AS AMENDED. ITEMS 9-14, 16 and 17.**

**AWARDS, PRESENTATIONS AND APPEARANCES**

**1. Recognition of “Men of Distinction”**

Mr. Presnell said Mr. Hinson had a presentation for “The Men of Distinction”. Commissioner Hinson called Mr. Calvin Robinson and “The Men of Distinction” forward, gave a background history, read the Resolution to the audience and presented a Resolution to Mr. Robinson.

Mr. Robinson thanked the Commission and had a few words of appreciation to say.

**2. Dr. Richard A. Carvajal  
President, Bainbridge State College**

Mr. Presnell introduced Dr. Carvajal.

**Dr. Richard A. Carvajal, President of Bainbridge State College**, appeared before the Board and informed them that Bainbridge College would like to be a player in trying to improve the economic lot for the residents of Gadsden County with the programs they offer. He gave the Board a little background of what was available at the college. He also informed them that if any student from Gadsden County wished to attend Bainbridge College, they could do so at the same rate as a Georgia resident. He also said that starting next fall, they would start offering their first four year degree with a concentration specifically focused on the job needs of this area and said it's about "training local for a life that is local".

Commissioner Holt also mentioned they offered a great nursing program.

**CLERK OF COURTS**

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

Mr. Thomas spoke briefly on the potential impact with Gadsden County and the possible Federal Government shutdown and stated the County had several grants that the revenues were shared with the federal government and the State. He said if this turns into a default, the County had an outstanding commitment of approximately \$7.3 Million and contracted obligations with the Federal Government, most of which is with FDOT that could be affected and might not be reimbursed as timely as the past.

Commissioner Holt asked if there were a default, what would the Board do as far as the contracts.

Mrs. Minnis said the individual contracts would need to be reviewed to determine what the best course of response would be.

Clerk Thomas said he would email a schedule of the contracted obligations to the Commissioners.

**CONSENT**

Mr. Presnell said the Consent Agenda was before the Board. Commissioner Hinson asked to pull Item 6 for discussion.

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

**4. Approval of Minutes**

**-July 2, 2013 Probation Workshop**

**5. Ratification of Approval to Pay County Bills**

**6. Approval of the Renewal of the Services Contract with Con-Techs Health & Safety to Provide Drug and Alcohol Screening Services and Training Services - Pulled for discussion**

**ITEMS PULLED FOR DISCUSSION**

**6. Approval of the Renewal of the Services Contract with Con-Techs Health & Safety to Provide Drug and Alcohol Screening Services and Training Services**

Commissioner Hinson asked if this item had been bid out.

Mr. Arthur Lawson appeared before the Board and said the item had been bid out.

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

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

**Jeff Moore, resident of Potter-Woodberry Road, Havana, FL**, appeared before the Board and said he was here regarding the widening of the road and added he had discovered that part of the design of the road was a safety concern. He added it had been discovered in talking with the engineer, there was a proposal to turn Shortcut Road into a one-way road heading North as opposed to the current two-way road.

Chair Croley thanked him for bringing this matter to the attention of the Board and said no action could be taken tonight with it being a non-agendaed item. He did ask Mr. Presnell to review the matter with the design engineers and report back to the Board.

**PUBLIC HEARINGS**

**7. Public Hearing (Quasi-Judicial) Florida Telecom Services, LLC 220' Self Supporting Lattice Tower Preliminary Site Plan (SP-2013-05) with deviations, 39 Schwall Road, Tax Parcel OD #2-11-3N-2W-0000-00340-0000**

Mr. Presnell introduced the above hearing and stated it was a quasi-judicial hearing and had four deviations, which required Board approval for construction of the tower.

Chair Croley explained it was a quasi-judicial hearing and would require everyone who wished to speak to be sworn in. He asked if any commissioner had had any ex-parte communication concerning this matter and stated he had and then declared he had been contacted by Delacy Peavy, the property owner, Mr. Loughmiller, Mr. John Ruth, Angela Parrish and Amy McBride.

Commissioner Hinson stated he had had ex-parte communications with Mr. Peavy, Ms. McBride and Mr. Loughmiller as well.

**Lauralee Westine, Esquire, 800 Tarpon Woods Blvd., Suite E1, Palm Harbor, FL 34685**, appeared before the Board and asked with there being an absent commissioner would it still take a super majority vote and asked if the hearing could be continued because of the absent commissioner.

Mrs. Minnis said her understanding was there had to be a vote of four of the five commissioners and with one commissioner being absent; it would not change to a three to one vote.

Ms. Westine said there were people present to speak in favor of and was sure there were some to speak in opposition of the tower and asked that they be allowed to speak tonight so they would

not have to return but asked otherwise, that the matter be continued until the next hearing based on the absent commissioner.

Commissioner Hinson asked if there was a quorum of the Board, where in the rules did it state that it took a super majority of the commission as a whole and not of the number of commissioners present to vote.

Mrs. Minnis explained, in order to conduct a meeting, there had to be a quorum of at least three; but according to the Citizens' Bill of Rights, their rules require a super majority of the commission as a whole and not a super majority of the commissioners present.

Chair Croley stated there was a request by the attorney, on behalf of the cell tower company, to continue this matter to the next meeting.

Commissioner Hinson stated he still had questions regarding the matter of a quorum and the voting matter and asked that this be more clearly clarified.

Commissioner Holt stated she felt the citizens and people present had the right to speak at this meeting and grant the continuance because with one commissioner being absent, it was a disservice to the people present.

Commissioner Taylor said her concern was with there being no true clarity with regard to the Citizens' Bill of Rights; she was willing to have the discussion tonight and grant their continuance of the hearing only for the decision to be made at the next hearing.

**UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER TAYLOR, THE BOARD VOTED 4-0 TO CONTINUE THE VOTE UNTIL THE NEXT MEETING.**

Ms. Westine gave a brief overview of the matter and addressed the four deviations they were requesting. She spoke on the concern of health issues, the lack of cell phone coverage in the area and added that Major Wood of the Gadsden County Sheriff's Department had mentioned to them of a murder in the area and the lack of cell phone coverage and also that their radios would not work in that area.

**Jessie C. Sears, 112 MY Street, Havana, FL 32333**, appeared before the Board and stated when they moved to the area, they had Verizon and it worked well up until several months ago and it quit working. She said she was involved in an automobile accident and placed a call to 911 and was routed to Georgia who then routed the call to Gadsden County. She asked that they please get service to the area.

**Susan Roberts, Florida Gas Transmission, 1967 Commonwealth Lane, Tallahassee, FL**, appeared before the Board and said everyone with the Company thought this was a very good idea and it was nice to know when she or anyone with her company was in the remote area, there would be reception.

**William L. Brooks, 112 MY Street, Havana, FL 32333**, said he was 68 years old, diabetic and had heart problems, if something happened, he would not be able to call for help.

**Marion Lasley, 5 Dante Court, Quincy, FL**, appeared before the Board and said the variances being asked were not minor but was major variances and she was concerned this would set precedence for future towers. She also asked that the landscaping around the tower be evergreen.

**Shirley Dowling, 72 MY Street, Havana, FL**, appeared before the Board and stated she had zero bars on her cell phone and was in support of the tower.

**Amy McBride, 737 & 917 Schwall Road, Havana, FL**, appeared before the Board and said her main concern was the health issues and when she asked, no-one could give her answers to her questions. She wanted reception to her phone but preferred her health over reception. She also stated there was a residence in close proximity to the tower closer than what had been stated.

**Jan Rogers, 10622 FL-GA Highway, Havana, FL**, appeared before the Board and spoke in support of the tower and the need of reception for cell phones in the area. He added there were folks concerned about the health issues and while he was not an expert, he has worked in the business for nearly 40 years and cell towers were not a hazard.

**Joel Vichich, 109 Bobwhite Trail, Havana, FL**, appeared before the Board and stated the last time he counted, there was approximately 112 residents in the area between Georgia and Florida and there was no reception to speak of and a person had to head toward Havana past the Hobbit Restaurant before there was any signal at all and he was in support of the tower.

Chair Croley called for any more speakers.

**Colleen Meringolo, 2425 Wayside Farm Road, Havana, FL 32333**, appeared before the Board and said she moved here in 2004, has her elderly Mother living with her and they have no reception and was very much in favor of the tower and added if you looked on the internet, it shows there is very little harm that comes from the radio-active waves and that before it gets from the top of the tower to the bottom, it dissipates and would become almost nothing.

Ms. Westine appeared before the Board for rebuttal. She said she had checked with the Deputy Clerk and it had been confirmed that no tower had been approved since 2003.

Chair Croley said they would now entertain discussion among the Commissioners and since this was located in his District, he went first. He noted that there was a serious gap in cell service in that area and the tower could help address that. He said he was satisfied that the property it was to be located on was suitable and he would like to lean hard on them to get Verizon on the tower.

Commissioner Hinson said this was an interesting situation. He added there was an occasion he needed to talk to his Wife one morning after she had left for work and time was limited because of the lack of service in the area. He added he thought things were moving in the right direction.

Commissioner Holt said they had voted to continue and asked that they move on.

Commissioner Taylor asked the Administrator to clarify the closest residence to the tower and added if she voted for this, she wanted to make sure it was a right fit for neighborhood.

**Alaura Gutcher, Planning and Community Development Director**, appeared before the Board to



answer questions posed to her concerning this matter. She read the difference in the definitions of “variance” and “deviation”.

Commissioner Hinson wanted to make sure that all of Ms. McBride’s concerns had been addressed.

Commissioner Holt wanted to make sure that it was clear to everyone that the quasi-judicial hearing would not be continued, that all of the testimony would need to be concluded at this meeting tonight.

Commissioner Taylor said she needed to know tonight if there was anyone living in close proximity of the tower.

**Willie Brown with Planning and Community Development**, appeared before the Board, said he had done the research, and did not recall any residential structures as close to the tower as was referenced by Ms. McBride.

Commissioner Taylor asked if she could call a speaker from the audience that sat on the P&Z Commission.

**Dr. Gail Bridges-Bright, P&Z Board member**, appeared before the Board to answer questions. She stated the P & Z Board’s major concern was the presenter could not give them information regarding the health issue questions but referred them to other experts or a website.

Commissioner Holt wanted clarity as to what everyone came back with, that had been cleared up and it was now time to move forward.

Ms. Westine returned to the podium and said the distance from the tower to the closest property line was 565 feet.

Commissioner Hinson asked if staff could do extensive research regarding the health issues raised tonight.

Mr. Presnell stated he had been advised that the health issues were referred to the website.

Chair Croley asked if the Commissioners had any more questions and there were none. He then asked the County Attorney the purpose of the Citizens Bill of Rights and super majority vote has to do with substantial variations, or in this case, deviations. He asked if this situation required a super majority vote.

Mrs. Minnis responded that the Citizens’ Bill of Rights did not speak to deviations, it talked about variances. She further explained that even though the Code talked about deviations, it did not give a definition for deviations and the applicant has been treated as though the Citizens’ Bill of Rights applied because they have already gone through the notices and meetings. So the Citizens’ Bill of Rights has been applied to this particular item.

Chair Croley wrapped things up, said there was the need, documentation was objectively presented about the health issue, there was a serious effort underway about co-location of having

other providers on the tower and on that basis he continued to support the effort and said that that would conclude this item.

### **GENERAL BUSINESS**

#### **8. Approval of the Naming of the Gretna Fire Station (moved to Item 8 from Item 15)**

Mr. Presnell introduced the above item and said this was for consideration of naming the Gretna Fire Station the “Brenda A. Holt Fire Station”.

**Antonio Jefferson, City of Gretna City Manager**, appeared before the Board and asked that the building be called “The Brenda A. Holt Public Safety Complex” because they have a public safety unit and the police and fire are both located at that building.

Commissioner Taylor congratulated Commissioner Holt on this honor and said she had been diligent in the district.

**UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY CHAIR CROLEY, THE BOARD VOTED 4-0 TO APPROVE RENAMING THE GRETNA FACILITY TO “THE BRENDA A. HOLT PUBLIC SAFETY COMPLEX”.**

Commissioner Holt thanked everyone, said she was surprised and very much appreciated the honor.

#### **8A. Family Homestead Subdivision Information Update**

Mr. Presnell introduced the above item and said it required no action, but thought it prudent to bring this item before the Commission tonight to obtain input in what they would be trying to pursue. He said this would allow someone with small acreage to be able to cut out a parcel to give to children or family members. He added they felt this was a tool that could help people better utilize their property in a reasonable way.

**Marion Lasley, 5 Dante Court, Quincy, FL**, appeared before the Board and said her question was after five years could the property be sold outside of the family and if so, her concern was then a subdivision could possibly be created and the County did not have the infrastructure for that.

Mr. Presnell clarified that this was a recommendation and any recorded or unrecorded platted subdivisions such as Wayside Farms would not eligible for this, this would apply more to larger parcels in the County, but no subdivisions would be eligible.

Chair Croley asked if there were any more comments.

Commissioner Taylor said obviously, no more land was being made, there was no decrease in population and folks were having issues with property being subdivided. She asked the Attorney if the Citizens’ Bill of Rights would apply to this as well and also if this Ordinance had been sunset, could it now be amended.

Mrs. Minnis responded if this became an amendment to the Land Use Code and the Comprehensive Plan, there would have to be a super majority vote to approve the amendment. She added that once it is amended, it could go forward.

Mr. Presnell added the Ordinance was still in the Land Development Code and they will amend it and re-enact it.

Mrs. Minnis clarified the Board would be enacting a new Ordinance, but it would be an amendment to the existing Land Use Code.

Commissioner Hinson posed the question again regarding the super majority vote and said it was the interpretation of the attorney and he did not understand it and what Mrs. Minnis had read was not clear.

Chair Croley said for the sake of moving the matter, the interpretation of the item is a separate issue from what the Administrator was presenting here, while it may have a bearing on it, the Administrator was trying to gauge if it would go forward.

Commissioner Holt said the Citizens' Bill of Rights has to be put on the ballot; the item has to come to this Board to be voted on to go on an agenda; the Commissioners vote to place it on a ballot. She said that was the way to deal with it because it took three to place it on a ballot and you must get rid of the super majority vote. She added that the Administrator needed to know if four commissioners were willing to allow them to pull out three acre tracts so people would be able to give their children land out of certain areas.

Chair Croley said he thought it was presumptuous of any of them to say what the decision might be. He added that he had met with the Administrator and Property Appraiser concerning this and his thoughts were that he recognized and appreciated when a person lived on agricultural land, they might need to assist a family member, whether they were young or old. He added the Ordinance sunset because it caused serious problems for the public. He also added he thought the Administrator had offered a reasonable compromise. He told the Administrator if he could come up with a reasonable measure, he did not see there being a problem with the super majority vote.

Commissioner Hinson stated he had sat on the P&Z board forever as a school board member and was not against the Citizens Bill of Rights on some things.

Commissioner Taylor said Chair Croley took what was presented through the family homestead subdivision and watered it down to fit his need.

Chair Croley said this has caused a problem with the public, but he had no problem with the concept.

**9. Approval and Signatures for Satisfaction of Special Assessment Lien(s) State Housing Initiative Partnership (SHIP) Program, Gadsden County Emergency Repair (ER) Program**

Mr. Presnell introduced the above item.

**UPON MOTION OF COMMISSIONER HOLT AND SECOND BY CHAIR CROLEY, THE BOARD VOTED 4-0 TO APPROVE THIS MATTER.**

**10. Approval of the Construction, Engineering and Inspection Services to Stantec Consulting Services, Inc. for the Local Agency Program Project-Florida Department of Transportation-Shady**

**Rest Road (C.R. 270)**

Mr. Presnell introduced the above item.

Commissioner Taylor asked if any other road would be considered other than Shady Rest Road or Salem Road.

**UPON MOTION OF COMMISSIONER HINSON AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 4-0 TO APPROVE THIS MATTER.**

**11. Approval for Gadsden County Probation Division to Implement Court Ordered Vehicle Impoundment Program**

Mr. Presnell introduced the above item and said this and the next three items dealt with the Probation Department. He said the Judge would impound vehicles in DUI cases and the vehicles have been going to different places at \$10.00 per day per car and now would be impounded by the County and handled through the Probation Department and would be housed at the County Yard at the old jail.

Commissioner Taylor wanted to disclose she had spoken with Ms. Chancey of the Probation Department regarding this matter.

**UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 4-0 TO APPROVE THIS MATTER.**

**12. Approval for Gadsden County Probation Division to Begin Administering Alcohol Breath Testing**

Mr. Presnell introduced the above item and said this would allow the Probation Office to administer breath tests.

Commissioner Taylor wanted to disclose she had spoken with Ms. Chancey regarding this matter also.

**UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-0 TO APPROVE THIS MATTER.**

**13. Approval for Gadsden County Probation Division to Establish Victim Impact Panel**

Mr. Presnell Introduced the above item, added this would be done on Saturdays; staff would be brought in but the money brought in would go to pay for that person that worked that Saturday.

**UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON, THE BOARD VOTED 4-0 TO APPROVE THIS MATTER.**

**14. Approval of Gadsden County Work Program Policy and Procedures**

Mr. Presnell Introduced the above item and explained people would be sentenced to the County Work Program and they would be utilized at Public Works on Fridays.

Commissioner Taylor had questions and added that Road and Bridge was not opened on Fridays. The Administrator said they would be for this program and Mr. Young would have a rotating list.

**UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE**

**BOARD VOTED 4-0 TO APPROVE THIS MATTER.**

**15. Approval of the Naming of the Gretna Fire Station moved to #8**

**16. Somos Uno, Inc. v. City of Midway and Gadsden County/Mediation Agreement**

Mr. Presnell deferred this item to the County Attorney and Mrs. Minnis explained the mediation agreement.

**UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, BEFORE THE VOTE WAS TAKEN, CHAIR CROLEY HAD CONCERNS.**

Chair Croley said the County would have to go to other parties, get a clear deed in order to give a quit-claim deed to Midway.

Mrs. Minnis said yes, a clean deed would be given to the County, then the work would be done and the property would then be deeded to Midway.

Chair Croley maintained his position that he thought it was a foolish action on the part of the County to round up former owners to obtain clear title to deed to the City of Midway.

Mrs. Minnis said the property had attempted to be conveyed to the County in the past and that clouded the title to begin with and the individuals were known and it would be a matter of getting a clean deed and giving same to the City of Midway.

**THE BOARD VOTED 3-1 BY VOICE VOTE TO APPROVE THIS MATTER. CHAIR CROLEY OPPOSED.**

**17. Approval of National Solar Economic Development Agreement**

Mrs. Minnis said this was the original agreement that had been executed and returned to them and she was asking for authorization to approve same and for the Chair to execute.

**UPON MOTION OF COMMISSIONER TAYLOR AND SECOND BY COMMISSIONER HOLT, THE BOARD VOTED 4-0 TO APPROVE THIS MATTER AND TO AUTHORIZE CHAIR TO SIGN AGREEMENT.**

**COUNTY ADMINISTRATOR**

**18. Update on Board Requests**

Mr. Presnell said on October 25<sup>th</sup> at 10:00 a.m. there would be a ribbon-cutting for the remodeled Courtroom and hoped everyone would be in attendance.

He added he was working with TCC for a business forum and there was no firm date yet.

Commissioner Holt said she had received a call inviting her to a meeting on Friday night in this room. Mr. Presnell said the meeting had been cancelled. She asked to have something in place procedure wise so the Administrator handled this type of matters.

Mr. Presnell said there was an application form they used for the Courthouse and if the Board approved, they could start using the same form for their meeting chambers.

Chair Croley stated the form used for use of the Courthouse grounds could be expanded to include all county facilities.

Chair Croley asked when they could expect to see something regarding canopy roads.

Mr. Presnell said that would be forthcoming from Public Works.

## **COUNTY ATTORNEY**

### **19. Update on Various Legal Issues**

Mrs. Minnis reported her firm was successful in getting the hospital lawsuit dismissed.

She also stated that Mr. Glazer asked her to make the Board aware that the hospital was moving along with remodeling the space at the hospital.

## **Discussion Items by Commissioners**

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

#### **Commissioner Taylor, District 5**

Commissioner Taylor said she would like to revisit something the Board had voted on last meeting regarding the purchase of the old Thomas Motor Cars building for a new EMS facility. She said she was on the prevailing side and if she was in order, she did not think that particular vote had a fiscal impact and if possible, she would like to bring the matter back for further discussion. She did not understand at the time that the grant would cover everything and would like to revisit it and wanted to make sure she was in line and handling the matter in the correct way.

Ms. Minnis explained if Commissioner Taylor was certain this was what she wished to do, she could move to rescind her prior action and announce tonight or whenever she chose to do so that she would like to revisit the matter.

Mr. Presnell explained if it were not soon it would become a moot point anyway because of the deadline of applying for the grant.

Commissioner Taylor said she would like to address it at the very next meeting they had five commissioners present.

Chair Croley said he thought there could be an item to rescind and have an item to vote to place it on the agenda.

Commissioner Hinson said the County Manager was not straightforward that there was a gas tank located on the property.

Commissioner Taylor said that the gas tank becomes the problem of the Bank and it could be part of the stipulation regarding the purchase of the property and she was looking at the alternative and taking care of the citizens. She added she simply wanted to bring this matter back up for discussion.

Mrs. Minnis said there were a couple of ways to handle this under Roberts' Rules of Order to do reconsideration and it has to be done at the same meeting and explained how Commissioner Taylor could handle it.

**COMMISSIONER TAYLOR MADE A MOTION TO RESCIND HER VOTE AND HAVE ITEM PLACED ON THE AGENDA AT NEXT MEETING TO HAVE VOTE RESCINDED AND TO HAVE PLACED ON AGENDA FOR ACTION. BEFORE VOTE WAS TAKEN, COMMISSIONER HINSON CALLED FOR DISCUSSION. CHAIR CROLEY SECONDED THE MOTION. COMMISSIONER HOLT CALLED FOR DISCUSSION.**

Commissioner Holt had a question and asked if the grant was applied for, it would be in the County's name and therefore any restoration of the tank would have to be done before the grant was used.

Commissioner Taylor said she had thought about the hospital, but then thought about the expansion of the hospital to use it for what it was originally meant to be used for, a full-time hospital. She said she would not withdraw her motion now, but would wait until the full Board was present.

She said she understood the Sheriff planned to do something on Breast Cancer Awareness with some type of walk from the west side of the County to the east.

She stated to Commissioner Croley that she knew the importance of moving the agenda, but felt a little amiss when the young men were present and thought they needed to be mindful, and felt they may have missed an opportunity and may have made them feel uncomfortable in coming here and speaking to the Board.

**Commissioner Holt, District 4**

Commissioner Holt said on the issue of use of the facility, it was fine if Mr. Presnell used the same uniform application as was used for the Courthouse.

**UPON MOTION OF COMMISSIONER HOLT AND SECOND BY CHAIR CROLEY, THE BOARD VOTED 4-0 TO HAVE ADMINISTRATOR PUT UNIFORM APPLICATION BE PUT IN PLACE FOR USE OF ALL COUNTY FACILITIES.**

She said she had mentioned earlier putting the Citizens Bill of Rights on the agenda for a vote to have placed on the ballot.

**UPON MOTION OF COMMISSIONER HOLT AND SECOND BY COMMISSIONER HINSON. BEFORE THE VOTE WAS TAKEN, CHAIR CROLEY STATED THE ATTORNEY HAD ALREADY POINTED OUT IT COULD NOT LEGALLY BE DONE AND THEN CALLED FOR THE VOTE. THE BOARD VOTED 3-1 TO HAVE THE CITIZENS' BILL OF RIGHTS PLACED ON AGENDA FOR VOTE TO PLACE ON BALLOT. CHAIR CROLEY OPPOSED.**

She added there was a need to address Commissioners in attendance. Chair Croley stated this was not a chartered County, but was a constitutional county. Unless any Commissioner missed enough meetings or failed to participate in enough meetings and a complaint is made to Governor's office, he supposed they could be suspended until there has been an investigation, but he was not aware

of anything that gave them the authority to say they have to attend the meeting.

Mrs. Minnis said there was no ordinance or policy or procedure in place.

**COMMISSIONER HOLT MADE MOTION TO PLACE ON AGENDA ITEM FOR ORDINANCE TO REQUIRE OR LOOK AT ATTENDANCE OF COUNTY COMMISSIONERS. MOTION DIED FOR LACK OF SECOND.**

She said the reason she brought this matter up, if there are meetings where people come to look at legal items that are on the agenda, you put yourself at risk, and lives are placed on hold if the Commissioners were not at the meeting.

She then discussed the jail, and said the Board was responsible for the jail and its operation and wondered how liable they were with the goings on there and did not want to see something on television and then find out about it later.

**Commissioner Morgan, District 3**

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

Commissioner Hinson said he agreed with the Commissioner and in the future, they needed to look at Public Works and the need of widening High Bridge Road.

He added that regarding the Alzheimer's Project, he had spoken with the Sheriff and there was a strong need for bracelets for Alzheimer's patients in this County.

He also asked that they be sensitive to visitors and felt slapped in the face being rushed tonight and they needed to treat guests like human beings and with respect.

**Commissioner Croley, Chairman, District 2**

Chair Croley said he had filed with Clerk's office his Certificate of Completion of his ethics course.

He asked Commissioner Taylor about the Canteen fund at the Jail, and since she was the last Board appointee asked for an update.

She said it had been approximately two years since they had met, she thought Chair Croley was now on the Board since he had been present for the meeting regarding the jail locks and said they needed to meet.

Chair Croley asked that the item be placed on the agenda and be addressed because it was a statutory requirement.

He wanted to address the length of the meetings. He said it was 9:55 p.m.; staff sitting out there was worn out along with everybody else. He asked the Administrator when having quasi-judicial meetings, to be mindful of items placed on the agenda. In the future, when there are presentations and they want to spend more time on them, to allow more time, but he did not want to do it with this kind of agenda.

**RECEIPT AND FILE**



**NOVEMBER(S) MEETINGS**

- November 5, 2013, Regular Meeting, 6:00 p.m.
- November 19, 2013, Regular Meeting, 6:00 p.m.

**MOTION TO ADJOURN**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR CROLEY DECLARED THE MEETING ADJOURNED AT 9:56 P.M.**

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

**ATTEST:**

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**Marcella Blocker, Deputy Clerk for**  
**NICHOLAS THOMAS, CLERK**

**Value Adjustment Board Meeting  
Gadsden County, FL  
County Commission Chambers  
9 East Jefferson Street  
Quincy, FL 32351  
October 21, 2013  
2:30 p.m.**

**Present:**       **Sherrie Taylor – Chair, District 5  
Gene Morgan – County Commissioner, District 3  
Audrey Lewis, School Board Member, District 2  
Scott Watson – Business Owner within the School District  
Martha Peeler, Homestead Representative  
Bradley Munroe – VAB Attorney  
Marcella Blocker – Clerk’s Designee at VAB Clerk**

**Call to Order**

Chair Taylor called to the meeting to Order at 2:58 p.m.

Frank Brady, Esquire, and Lori Meader, Director of Property Management, appeared by telephone on behalf of Ybor III LTD.

Clay Vanlandingham, Gadsden County Property Appraiser, Robert Mayo, and Mike Moore, Property Appraiser’s Office and Anna Torres, Esquire, appeared on behalf of the Gadsden County Property Appraiser.

**Clay Vanlandingham:**

Mr. Vanlandingham stated that there was an amendment approved by the Legislation on April 29, 2013 and was retroactive to the January 1, 2013 tax year so accordingly, the Property Appraiser’s office removed the exemption for the 2013 tax year. He explained the assessment value of the property, which is the Ochlocknee Point Apartments just east of Midway, before you get to the river, the assessed value this year is \$2.9 Million and the petition did not deal with values but more with legislative or State of Florida Statute issues, he then turned the floor over to his Attorney, Ana Torres.

**Chair Taylor:**

“Ms. Torres, for the record, state your full name, please.”

**Ms. Torres:**

“Sure, Ana Torres, I am with the Levy Law Firm, Tallahassee.”

**Chair Taylor:**

“And you are being compensated to be here?”

**Ms. Torres:**

“Yes M’am.”

**Chair Taylor:**

“Thank you.”

**Ms. Torres:**

“I think what I want to first address is the change Mr. Vanlandingham alluded to earlier, is, the statute is 196.1978. I have copies for all Board members if I may. (She handed out copies of the Statute to everyone.) This affordable housing property exemption, if you will read the first sentence, I know it’s a little wordy, but essentially, it’s an exemption that is provided to property which is owned entirely by a non-profit entity that is a corporation “not-for-profit”. As Mr. Vanlandingham explained, this change came into effect, if you look at the footnote right there at the bottom, Note A, it says applying retroactively to the 2013 tax roll, and B. effective upon this act becoming a law and operating retroactively to the 2013 tax roll. Prior to this change, like Mr. Vanlandingham said, there was a different structure that allowed this particular Petitioner to get the exemption. However, this owner is now a limited partnership that is full profit. So, the statute has been amended, it’s affected for this year. The staff analysis on the change actually references and provides that this type of ownership structure where you have a limited partnership that is for profit or a sole general partner that may or may not be the 501(c)3 no profit entity no longer qualifies for this exemption. You now have to be a non-profit 501(c)3 entity. I had the opportunity to read the Petitioner’s Memorandum of Law that he submitted, I believe his argument essentially is that the statute is unconstitutional and therefore, they are entitled to obtain the exemption, notwithstanding the fact there has been no judiciary that has declared this statute unconstitutional. It is the law of the State of Florida, it is the law on the books and it is the law that Mr. Vanlandingham had to apply to this tax roll. Moreover, I also would posture that the I do not believe that the Value Adjustment Board is the proper venue where we would bring a constitutionality challenge to a statute. There is various case law as far as Administrative agencies not having the authority to declare statutes unconstitutional, that applies both in Workers’ Compensation as well as any quasi-judicial body that may not have the authority to declare statutes unconstitutional. That is solely the authority of the judiciary Circuit Courts, District Courts and the Supreme Courts of Florida. I don’t know if Mr. Munroe would like to go into that case law at this time or I could say after the Petitioner has his argument.”

**Chair Taylor:**

“Thank you, I think we will maintain the Order aforementioned because that will give the Petitioner a chance to state his case and then we will move on for a response from Mr. Munroe. I think that is in order.”

**Chair Taylor:**

“Mr. Brady, were you able to hear pretty much?”

**Frank Brady:**

“Yes, I heard everything and I am ready to proceed.”

**Chair Taylor:**

“OK, hold on just for s second.” (She moved the microphone closer to the speaker phone). “OK, we’re ready, Sir.”

**Mr. Brady:**

“OK, yes, the Petitioner, Ybor is not challenging the valuation of the property and the attorney for the Property Appraiser is correct, it is just a challenge as to the denial of the exemption for the property. As I look back as to what happened in the Legislature, if I may, it seems that the Legislature did not approve this legislation which deleted the exemption for limited partnership that have a 501(c)3 as its sole general partner. They didn’t approve that until April 29, 2013 and the Governor signed it on May 30, 2013 and the statute says, as Counsel indicated that it became effective July 1, 2013, but retroactive to January 1, 2013, which is the date on which the taxes for real estate is determined. As far as the structure of this entity, the statute in existence prior to the enactment did not matter whether the limited partnership was for profit or not for profit; what it had the exception for is any limited partnership where the sole general partner is a 501(c)3 organization and the property otherwise meets the criteria identified in Fla. Stat. § 420.004 and Internal Revenue Procedure, IRS Revenue Procedure 96.32 and the property did receive its exemption in prior years, particularly 2012. In the beginning of 2013, received a notice from the Property Appraiser as to whether the entity would like to renew its exemption, which they did, they sent in a one page document that was provided by the Property Appraiser’s office to renew the exemption on the same basis as it had received one in 2012. Now, the reason we are saying we think that this is unconstitutional and asking the Value Adjustment Board to make a determination that it is unconstitutional per say, but to overrule the Property Appraiser, based on that argument because the case law says that when a statute is applied retroactively, even when the legislature decides that it’s intentionally applying it retroactively, which is the case here, if the statute either impairs a vested right or creates new obligation, then it is unconstitutional and here, what happened is that property is bearing the new obligation that did not otherwise exist prior to the enactment of the two amendments to the Ad Valorem Tax Exemption 196.1978. This kind of thing applies whether it’s an existing cause of action that that someone might have that the legislature enacts to change what the elements are or change the amount of damages that one is entitled to receive as well as a tax that imposes new burden on the taxpayer that didn’t exist. We funded the case law on that point and trust the attorney for the Property Appraiser has reviewed that as she has indicated. Whether this entity is determined or not, I think what the Value Adjustment Board’s decision pertains is, who is going to be the Plaintiffs in Court on this, whether it is going to be the Property Appraiser or the Property Owner. But we are asking that the Value Adjustment Board overrule the Property Appraiser and grant the exemption at least for the percentage of the particular property that is occupied by people meeting the low and extreme low income requirements that are set forth in § 420.004 Fla. Stat.

and IRS Revenue Procedure 96.32 and the paperwork that we included with this Memorandum shows that it was a certification by the property owner as to the occupancy on January 1, 2013 meeting those criteria and it amounts to 84.375% with the exempt if the statute were not amended as it was in 2013, retroactive to that date. So, that is what we are asking the Value Adjustment Board to consider and I will turn the floor over to the next in order.”

**Chair Taylor:**

“Mr. Brady, you did indicate there was a Property Manager there. At this time she has no comments or are you ready to hear from the Attorney?”

**Mr. Brady:**

“I’ll let her answer.”

**Lori Meader:**

“Actually, I am the Property Management Record for the General Partner and Mr. Brady has said everything and we concur with what he has said.”

**Chair Taylor:**

“OK, alright. Thank you. Mr. Attorney, at this time, I think you mentioned, well, we need to discuss this particular process and one, one, we do have something that looks like a suit and unique to this Board, so if you could give us some directions.”

**Mr. Munroe:**

“I have read the brief and heard the arguments of the parties and I think it is a well-reasoned brief and while I may agree somewhat philosophically with the Petitioner’s position, as I explained to the Board when we first came to the first meeting here, we are a quasi-judicial body and what we are to do is to see if the Property Appraiser has followed the law in arriving at his appraisal. As I understand it, there is no challenge to the valuation, but only to the right to types as it is. I think this will have to go up on appeal and have the proper Court make the determination as to constitutionality or unconstitutionality and that is not our position to do so and if you are satisfied that the tax appraiser has followed the law and the law is retroactive to the first of the year and there is no challenge as to the valuation and it would be my recommendation to you that you would find the valuation proper.”

**Chair Taylor:**

“OK. Did everyone understand the interpretation from the attorney? Alright, then, I think at this particular time we hear from each of the members around the dais to get some weigh-ins and input and then we will come to a conclusion. I think that’s in order. We’ll start with you Ms. Peeler.”

**Ms. Peeler:**

“OK, well based on the evidence that was provided by the Property Appraiser, it appears that the law was followed, the statute was followed and it is specific as to the fact that it was retroactive, there is no discussion or question about the valuation, so I feel they have proven that they acted properly.”

**Chair Taylor:**

“Yes sir, state your full name again, I have to apologize. I’m not the best at names.”

**Scott Watson:**

“That’s OK, Scott Watson. I concur with Ms. Peeler’s statement that certainly it appears to me based on the evidence presented by Mr. Vanlandingham and Ms. Torres that they followed their obligation in abiding by the law and that is their obligation and I have no objection to their finding.”

**Chair Taylor:**

“Thank you, and now we hear from Commissioner Morgan.”

**Gene Morgan:**

“Thank you Commissioner Taylor. I do have a question for the Property Appraiser or someone here. Were there other properties that fell into this same situation here in the County? This is the only one?”

**Mr. Vanlandingham:**

“This is the only one in Gadsden County.”

**Mr. Morgan:**

“OK, thank you. I am in full agreement with the previous two Board members that it certainly looks as though the Appraiser’s Office has done their job the proper way and what they are supposed to do based on Statutes. I certainly agree with that. Thank you.”

**Chair Taylor:**

“Board Member Lewis.”

**Audrey Lewis:**

“Yes, Audrey Lewis. I too concur with the Property Appraiser’s adjustment and findings so I concur with the Board as well.”

**Chair Taylor:**

“Mr. Brady, here’s where we are at. Are you still there Sir?”

**Mr. Brady:**

“Yes I am.”

**Chair Taylor:**

“After hearing your argument, it certainly to me, sounds like something that needs to be taken to a higher appeal because this Board’s only responsibility is to know that whether or not the assessment was in order and according to the law, it is. You are saying that there is an apparent vestment rights. You also mention that there is a burden on the taxpayer. Those are all legal terms and I don’t think that is under our auspice to determine whether or not there is a burden and there is an impairment. Again, that is something for the Courts to handle and settle. We are only here to talk about the assessment and based on, and you concluded yourself that there is no question about the assessment amount, however, about the statute in applying it at this juncture. Again, as the attorney said, it’s a great argument and probably this is not the venue for it. So I would recommend that you seek other venues to hear this. However, at this time, it seems that the majority of the Board is willing to vote and to agree with the assessment that has been presented to us by the Property Appraiser. So at this time I call for a vote, unless you have a statement, Sir, or if you have one, Clay.”

**Mr. Brady:**

“Yes, just one point of clarification, then, what I have heard is that the Value Adjustment Board properly said it’s to follow the law, but I think that the law includes not only the statute, but it would have to interpret the statute and I will abide by whatever decision the Value Adjustment Board comes to and we will presume whatever we deem is necessary after that. Thank you very much.”

**Chair Taylor:**

“I want to thank you, Sir, for your patience and your due diligence, especially with the Board having to start thirty minutes late. We do apologize to you and again, the statute is clear and so are our responsibilities. I call for a motion.”

**Commissioner Morgan:**

“Madam Chair, I will move approval to support the current assessment by the Property Appraiser’s Office.”

**Chair Taylor:**

“There is a motion.”

**Mr. Watson:**

“I second the motion.”

**Chair Taylor:**

“There is a motion and a second. All in favor of this motion please let it be known by saying ‘aye’.”

Everyone said aye.

**Chair Taylor**

“Opposed same sign. Motion carries. I want to thank everybody for coming. This meeting is adjourned.”

**Mr. Brady:**

“Thank you. One quick thing, will we get a written verification of that?”

**Mr. Munroe:**

“Yes.”

**ADJOURNMENT**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR TAYLOR DECLARED THE MEETING ADJOURNED AT 3:19 P.M.**

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**SHERRIE TAYLOR, Chair**  
**Gadsden County Value Adjustment Board**

**ATTEST:**

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**Marcella Blocker, VAB Clerk**



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

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 4, 2013

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

**From:** Robert Presnell, County Administrator  
Arthur Lawson, Sr., Assistant County Administrator  
Lonyell L. Black, HR Analyst

**Subject:** Approval of the 2014 Holiday Schedule

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### **Statement of Issue:**

This agenda item seeks Board approval of the 2014 Board of County Commissioners Holiday Schedule.

### **Background:**

The annual 2014 Board of County Commissioners Holiday Schedule is provided to the Board, Constitutional Offices and Staff Members in order to assist them in planning their schedules for the upcoming calendar year. The holiday schedule lists regular County observed holidays approved by the Board each calendar year.

### **Analysis:**

In order to provide Board members, Constitutional Officers and staff with a planning tool for the next calendar year, staff seeks Board approval of the official County observed holidays for the year 2014. Staff also request the continuation of a floating holiday for 2014 for employees to use at any time during the calendar year. This floating holiday will allow employees to take a day off at their discretion any time during the calendar year. These are the same holidays that have been approved in previous years.

### **Fiscal Impact:**

The fiscal impact has been accounted for in the fiscal year 2013/2014 budget.

### **Options:**

1. Board approval of the 2014 Board of County Commissioners Holiday Schedule.
2. Board Direction

**County Administrator's Recommendation:**

Option 1

**Attachment**

1. 2014 Board Holiday Schedule

**Gadsden County Board of County Commissioners  
2014 Paid Holidays**

<b>New Year's Day Wednesday, January 1, 2014</b>
<b>Martin Luther King Birthday Monday, January 20, 2014</b>
<b>Good Friday Friday, April 18, 2014</b>
<b>Memorial Day Monday, May 26, 2014</b>
<b>Independence Day Friday, July 4, 2014</b>
<b>Labor Day Monday, September 1, 2014</b>
<b>Veteran's Day Tuesday, November 11, 2014</b>
<b>Thanksgiving Day Thursday, November 27, 2014</b>
<b>Day After Thanksgiving Day Friday, November 28, 2014</b>
<b>Christmas Eve Wednesday, December 24, 2014</b>
<b>Christmas Day Thursday, December 25, 2014</b>
<b>Floating Holiday (Personal Holiday) – Employee's Discretion</b>

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

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 5, 2013

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

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

**Subject:** Approval to Dispose of Surplus Property and Equipment

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### **Statement of Issue:**

This agenda item seeks Board approval to dispose of surplus property and equipment that is obsolete, damaged and has no useful value. This item also seeks permission to remove these items from the physical inventory.

### **Background:**

Over the past several years, an excessive amount of obsolete, damaged and useless property has accumulated. This includes old computers, monitors, printers, office and hospital equipment and other miscellaneous items that are no longer functional and have no value.

### **Analysis:**

Attached are lists of property and equipment that have been deemed surplus and needs to be disposed of and removed from the County's inventory. Staff request permission to dispose of the surplus property and equipment so that it can be removed from the fixed assets inventory list. Both the County and Finance staff have been working diligently to clean up the fixed assets inventory by removing old items that have been on the books for up to twenty years. Most of the items have been on the books so long it can no longer be located and probably has already been disposed of. If this item is approved, this will assist in expediting the process of cleaning up the fixed asset records.

### **Fiscal Impact:**

None

### **Options:**

1. Approve staff to dispose of surplus and obsolete property and equipment and remove them from the fixed assets inventory.

2. Do not approve disposal of equipment.
3. Board Direction.

**County Administrator's Recommendation:**

Option 1

**Attachment:**

1. Lists of Surplus and Obsolete Property and Equipment

ASSET ID	DESCRIPTION	CATEGORY	STATUS	DATE ACQUIRED	CONDITION	FUNCTION ACTIVITY	COMMENTS	DEPARTMENT	CATION CC	INITIAL COST
A-979	MASSEY FERGUSON 4WD	0004	0035	11/19/04	UNKNOWN	540	ON LOT	0112	PW	34,392.00
A-762	2000 TANDEM AXLE TRA	0300	0906	01/01/00	UNKNOWN	540	R & B	0112	PW	1,160.00
9111	GATEWAY 7200 SERVER	0001	ACTIVE	11/09/99	UNKNOWN	570	SERVER ROO	1221	LIB-QY	4,486.00
10585	DELL OPTIPLX 755 ST	0001	ACTIVE	09/30/08	UNKNOWN	510	W BENNETT	0005	PA	1,592.00
7290	DESK-SECRETARY	0003	ACTIVE	09/30/85	UNKNOWN	510	FRONT OFFI	0005	PA	874.00
7993	2 FILE CABINETS WITH	0003	ACTIVE	05/05/89	UNKNOWN	510	FRONT OFFI	0005	PA	530.00
8024	LATERAL FILE CABINET	0003	ACTIVE	06/05/89	UNKNOWN	510	FRONT OFFI	0005	PA	806.40
8943	CABINET FOR ARIAL PL	0003	ACTIVE	07/28/98	UNKNOWN	510	BACK ROOM	0005	PA	702.00
9479	DELL PENTIUM 4/ DESK	0001	ACTIVE	08/09/02	UNKNOWN	510		0005	PA	1,211.00
9946	DELL 512MB MODULE OP	0001	ACTIVE	10/01/06	UNKNOWN	510	A SUMNER	0005	PA	1,749.00
9949	DELL LATTITUDE L-110	0001	ACTIVE	10/01/06	UNKNOWN	510	C VANLANDI	0005	PA	1,906.00
A-645	HEAT PUMP 18,000 MIN	0002	ACTIVE	08/11/98	UNKNOWN	510	GEORGE OFF	0005	PA	1,594.50
P8944	IBM AS 400 SERIES	0001	ACTIVE	07/28/98	UNKNOWN	510	COMPUTER R	0005	PA	25,962.00
8663	386 SX-40 W/PRINTER	0001	ACTIVE	10/05/94	UNKNOWN	550	FILEROOM	0057	BUTLER	1,302.00
9362	DELL INSPIRON 2500	0001	ACTIVE	09/27/01	UNKNOWN	550	LOCATION?	0057	BUTLER	1,421.00
11124	HP LAPTOP	0001	ACTIVE	12/02/11	UNKNOWN	530		0061	LP	1,015.00
11125	HP LAPTOP	0001	ACTIVE	12/02/11	UNKNOWN	530		0061	LP	1,015.00
001013	COLPOSOPE	0006	ACTIVE	10/12/00	UNKNOWN	560	QUINCY HEA	0073	PHU-QY	5,845.50
10448	DELL OPTIPLX 755	0001	ACTIVE	01/24/08	UNKNOWN	560	COLLEEN WI	0073	PHU-QY	1,146.62
10449	DELL OPTIPLX 755	0001	ACTIVE	01/24/08	UNKNOWN	560	C WILLIAMS	0073	PHU-HS	1,146.62
7453	WHITE REFRIGERATOR G	0005	ACTIVE	01/09/87	UNKNOWN	560	CLINIC QUI	0073	PHU-QY	635.00
7472	E-SERIES EXAM TABLE	0006	ACTIVE	01/30/87	UNKNOWN	560	CLINIC QUI	0073	PHU-QY	695.00
7473	E-SERIES-EXAM TABLE	0006	ACTIVE	01/30/87	UNKNOWN	560	CLINIC QUI	0073	PHU-QY	695.00
7474	E-SERIES EXAM TABLE	0006	ACTIVE	01/30/87	UNKNOWN	560	CLINIC QUI	0073	PHU-QY	695.00
7476	E-SERIES EXAM TABLE	0006	ACTIVE	01/30/87	UNKNOWN	560	CLINIC QUI	0073	PHU-QY	695.00
7569	IBM WW6 TYPEWRITER	0002	ACTIVE	01/30/87	UNKNOWN	560	SHANKS CLI	0073	PHU-GB	788.00
7571	1135 BVS II VISION S	0006	ACTIVE	10/01/87	UNKNOWN	560	CLINIC QUI	0073	PHU-QY	1,095.00
7584	INDIANA DESK	0003	ACTIVE	10/01/87	UNKNOWN	560	CLINIC QUI	0073	PHU-QY	507.00
7585	INDIANA CREDENZA	0003	ACTIVE	10/01/87	UNKNOWN	560	MAIN OFFIC	0073	PHU-QY	503.63
7586	INDIANA DESK	0003	ACTIVE	10/01/87	UNKNOWN	560	MAIN OFFIC	0073	PHU-QY	789.00
7587	SECRETARY DESK/LEFT	0003	ACTIVE	02/26/88	UNKNOWN	560	NURSING SE	0073	PHU-QY	789.00
7612	EXECUTIVE DESK	0003	ACTIVE	02/26/88	UNKNOWN	560	CLINIC QUI	0073	PHU-QY	507.00
7613	EXECUTIVE DESK	0003	ACTIVE	02/26/88	UNKNOWN	560	NURSING HA	0073	PHU-HA	507.00

7614	EXECUTIVE DESK	0003	ACTIVE	02/26/88	UNKNOWN	560	562	CLINIC HAV	0073	PHU-HA	507.00
7615	EXECUTIVE DESK	0003	ACTIVE	02/26/88	UNKNOWN	560	562	CLINIC HAV	0073	PHU-HA	507.00
7616	EXECUTIVE DESK	0003	ACTIVE	02/26/88	UNKNOWN	560	562	NURSING HA	0073	PHU-HA	507.00
7617	EXECUTIVE DESK	0003	ACTIVE	02/26/88	UNKNOWN	560	562	CLINIC HAV	0073	PHU-HA	507.00
7618	EXECUTIVE DESK	0003	ACTIVE	02/26/88	UNKNOWN	560	562	NURSING HA	0073	PHU-HA	507.00
7619	SECRETARY DESK-RIGHT	0003	ACTIVE	02/26/88	UNKNOWN	560	562	STORAGE TA	0073	PHU-QY	789.00
7620	SECRETARY DESK-LFT R	0003	ACTIVE	02/26/88	UNKNOWN	560	562	WIC OFFICE	0073	PHU-QY	789.00
7621	CLINICAL EXAM TABLE	0006	ACTIVE	03/02/88	UNKNOWN	560	562	CLINIC HAV	0073	PHU-HA	650.00
7623	CLINICAL EXAM TABLE	0006	ACTIVE	03/02/88	UNKNOWN	560	562	CLINIC HAV	0073	PHU-HA	650.00
7898	MAICO AUDIOMETER	0006	ACTIVE	11/21/88	UNKNOWN	560	562		0073	PHU-QY	598.00
7904	WALNUT INDIANA DESK	0003	ACTIVE	12/22/88	UNKNOWN	560	562		0073	PHU-QY	524.25
7906	MAICO AUDIOMETERS	0006	ACTIVE	11/21/88	UNKNOWN	560	562		0073	PHU-CH	598.00
7912	SECRETARIAL DESK	0006	ACTIVE	01/12/89	UNKNOWN	560	562	PERSONNEL	0073	PHU-QY	766.12
7915	AUTOCLAVE	0006	ACTIVE	10/01/88	UNKNOWN	560	562		0073	PHU-QY	1,955.00
7917	FETAL MONITOR	0006	ACTIVE	10/01/88	UNKNOWN	560	562		0073	PHU-QY	4,850.00
7946	EAGEL 901-ASME STERI	0006	ACTIVE	02/10/89	UNKNOWN	560	562		0073	PHU-GB	1,687.50
7952	MICROSCOPE	0006	ACTIVE	02/01/89	UNKNOWN	560	562		0073	PHU-CH	1,295.00
7953	MICROSCOPE	0006	ACTIVE	02/01/89	UNKNOWN	560	562		0073	PHU-GB	1,295.00
7968	EXECUTIVE DESK/ WALN	0003	ACTIVE	02/16/89	UNKNOWN	560	562	EPSDT OFFI	0073	PHU-QY	655.87
7970	CAM/CORDER	0002	ACTIVE	02/08/89	UNKNOWN	560	562		0073	PHU-QY	899.99
7988	7 DRAWER-FROST CARD	0003	ACTIVE	02/14/89	UNKNOWN	560	562	MEDICAL RE	0073	PHU-QY	667.07
7989	7 DRAWER - FROST TN	0006	ACTIVE	02/14/89	UNKNOWN	560	562	CLINIC HAV	0073	PHU-HA	667.07
7990	7 DRAWER-FROST CARD	0003	ACTIVE	02/14/89	UNKNOWN	560	562		0073	PHU-CH	667.07
8054	30X60 EXEC DESK WALN	0003	ACTIVE	09/28/89	UNKNOWN	560	562	WIC OFFIC	0073	PHU-CH	559.00
8055	30X60 EXEC DESK WALN	0003	ACTIVE	09/28/89	UNKNOWN	560	562	WIC OFFICE	0073	PHU-CH	559.50
8056	30X60 EXEC DESK WALN	0003	ACTIVE	09/28/89	UNKNOWN	560	562	ADMIN OFFI	0073	PHU-CH	559.50
8058	30X60 EXEC DESK WALN	0003	ACTIVE	09/28/89	UNKNOWN	560	562	ENVIRONMEN	0073	PHU-CH	559.00
8059	1001L SEC DESK W/RET	0003	ACTIVE	09/28/89	UNKNOWN	560	562	NURSES OFF	0073	PHU-CH	870.75
8070	TREATMENT TABLE W LO	0006	ACTIVE	09/28/89	UNKNOWN	560	562	IMMUNIZATI	0073	PHU-CH	653.00
8071	E SERIES EXAM TABLE	0006	ACTIVE	09/28/89	UNKNOWN	560	562		0073	PHU-CH	775.00
8073	E SERIES EXAM TABLE	0006	ACTIVE	09/28/89	UNKNOWN	560	562		0073	PHU-CH	775.00
8080	SECRETARY DESK/WALNU	0003	ACTIVE	10/19/89	UNKNOWN	560	562	CLERGICAL	0073	PHU-QY	930.00
8083	30X60 EXECUTIVE DESK	0003	ACTIVE	10/19/89	UNKNOWN	560	562		0073	PHU-CH	592.50
8117	AUTOMATIC EKG MACHIN	0006	ACTIVE	11/15/89	UNKNOWN	560	562		0073	PHU-CH	1,895.00

8134	INITIAL USF LETTER S	0005	ACTIVE	10/10/89	UNKNOWN	560	562	0073	PHU-CH	1,058.00
8139	INITIAL USF LETTER S	0005	ACTIVE	09/29/89	UNKNOWN	560	562	0073	PHU-GB	686.00
8140	FILING SYSTEM	0003	ACTIVE	02/06/86	UNKNOWN	560	562	0073	PHU-GT	725.65
8363	TELEBINOCULAR	0006	ACTIVE	06/12/91	UNKNOWN	560	562	0073	SCH4	750.00
8388	TELEBINOCULAR	0006	ACTIVE	06/12/91	UNKNOWN	560	562	0073	SCH2	750.00
8389	AUDIOMETER	0006	ACTIVE	03/15/91	UNKNOWN	560	562	0073	SCH2	745.00
8472	WALNUT EXECUTIVE DES	0003	ACTIVE	11/17/92	UNKNOWN	560	562	0073	PHU-QY	575.00
8646	FETAL DOPLER	0006	ACTIVE	10/11/94	UNKNOWN	560	562	0073	SCH1	695.00
8648	FETAL DOPLER	0006	ACTIVE	10/11/94	UNKNOWN	560	562	0073	PHU-CH	695.00
8649	FETAL DOPLER	0006	ACTIVE	10/11/94	UNKNOWN	560	562	0073	PHU-HA	695.00
8655	STENO DESK W/LEFT RE	0003	ACTIVE	10/11/94	UNKNOWN	560	562	0073	PHU-QY	575.00
8674	SECRETARIAL DESK E/L	0003	ACTIVE	02/27/95	UNKNOWN	560	562	0073	PHU-QY	539.75
8689	HYFRECATR +	0006	ACTIVE	05/18/95	UNKNOWN	560	562	0073	PHU-QY	895.00
8837	IBM TYPEWRITER 3500	0002	ACTIVE	05/21/96	UNKNOWN	560	562	0073	PHU-QY	828.00
9188	HP LASERJET PRINTER	0001	ACTIVE	09/25/00	UNKNOWN	560	562	0073	PHU-QY	926.00
9221	LAPTOP-LATITUDE CPX	0001	ACTIVE	11/15/00	UNKNOWN	560	562	0073	PHU-QY	2,618.00
9224	DELL OPTIPIX GX1	0001	ACTIVE	11/15/00	UNKNOWN	560	562	0073	PHU-QY	1,120.00
9312	HP LASERJET 2200D	0001	ACTIVE	04/27/01	UNKNOWN	560	562	0073	PHU-QY	717.00
9569	HP LASERJET 4100	0001	ACTIVE	12/20/02	UNKNOWN	560	562	0073	PHU-EH	1,008.00
9587	HP LASERJET 4100	0001	ACTIVE	12/20/02	UNKNOWN	560	562	0073	PHU-QY	1,008.00
9600	HP LASERJET 2500N	0001	ACTIVE	12/20/02	UNKNOWN	560	562	0073	PHU-EH	1,301.00
9601	DELL LAPTOP LATITUDE	0001	ACTIVE	12/20/02	UNKNOWN	560	562	0073	PHU-QY	2,222.15
9607	HP LASERJET 2200DN	0001	ACTIVE	12/20/02	UNKNOWN	560	562	0073	PHU-QY	993.00
9610	HP LASERJET 4600 PRI	0001	ACTIVE	06/26/03	UNKNOWN	560	562	0073	PHU-CH	1,760.95
9619	DELL GX 260T COMPUTE	0001	ACTIVE	06/03/03	UNKNOWN	560	562	0073	PHU-QY	637.00
9635	DELL GX 260T COMPUTE	0001	ACTIVE	06/03/03	UNKNOWN	560	562	0073	PHU-QY	637.00
9642	DELL GX 260T COMPUTE	0001	ACTIVE	06/03/03	UNKNOWN	560	562	0073	PHU-QY	637.00
9651	DELL GX 260T	0001	ACTIVE	04/02/03	UNKNOWN	560	562	0073	PHU-QY	1,000.00
9654	DELL GX 260T	0001	ACTIVE	04/02/03	UNKNOWN	560	562	0073	PHU-QY	1,000.00
9655	DELL GX 260T	0001	ACTIVE	04/02/03	UNKNOWN	560	562	0073	PHU-QY	1,000.00
9657	DELL GX 260T	0001	ACTIVE	04/02/03	UNKNOWN	560	562	0073	PHU-QY	1,000.00
9932	DELL LAPTOP D410	0001	ACTIVE	10/03/05	UNKNOWN	560	562	0073	PHU-QY	1,902.72
10332	3COM SWITCH	0001	ACTIVE	01/19/07	UNKNOWN	510	519	0086	PHU-HA	3,325.00
10334	3COM 5500G PWR SWITC	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	3,325.00



10335	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10336	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10337	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10338	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10339	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10340	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10341	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10342	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10343	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10344	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10345	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10346	RSA SECURID APPLIANC	0001	ACTIVE	03/27/07	UNKNOWN	510	519	0086	GSO	5,600.00
10347	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10348	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10349	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10350	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10351	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10352	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10353	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10354	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10355	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10356	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10357	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10358	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10359	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10360	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10361	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10362	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10363	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,765.00
10364	MITSUBISHI XD490U	0001	ACTIVE	03/30/07	UNKNOWN	510	519	0086	GSO	2,298.00
10366	IBM SYSTEM STORAGE H	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	4,000.00
10367	IBM STORAGE EXPANSIO	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	4,100.00
10369	IBM EXP X3550DC 7/3	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	2,068.00
10370	IBM EXP X3550DC 7/3	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	2,068.00

10372	IBM SERVER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	ALLCOL TEC	0086	GSO	2,124.67
10373	SPECTRA LOGIC TAPE L	0001	ACTIVE	01/17/07	UNKNOWN	510	519		0086	GSO	8,965.00
10375	CITRIX ACCESS GATEWA	0001	ACTIVE	05/24/07	UNKNOWN	510	519		0086	GSO	2,425.00
10378	AVOCENT RACK CONSOLE	0001	ACTIVE	01/19/07	UNKNOWN	510	519		0086	GSO	1,400.00
10413	LANIER LP 226 CLR PR	0001	ACTIVE	06/18/07	UNKNOWN	510	519		0086	GSO	1,316.96
10469	IBM BLADE CENTER	0001	ACTIVE	01/27/07	UNKNOWN	510	519		0086	GSO	3,200.00
10470	IBM BLADE CENTER	0001	ACTIVE	01/17/07	UNKNOWN	510	519		0086	GSO	3,200.00
10471	BROCADE SAN SWITCH M	0001	ACTIVE	01/17/07	UNKNOWN	510	519		0086	GSO	8,046.00
10472	BROCADE SAN SWITCH M	0001	ACTIVE	01/17/07	UNKNOWN	510	519		0086	GSO	8,046.00
10473	BROCADE SAN SWITCH M	0001	ACTIVE	01/17/07	UNKNOWN	510	519		0086	GSO	8,046.00
10474	BROCADE SAN SWITCH M	0001	ACTIVE	01/17/07	UNKNOWN	510	519		0086	GSO	8,046.00
10480	FLUKE NETWORKS	0001	ACTIVE	01/22/07	UNKNOWN	510	519		0086	GSO	1,290.00
10487	3COM TIPPING POINT N	0001	ACTIVE	03/02/07	UNKNOWN	510	519		0086	GSO	3,199.00
10491	3COM SWITCH	0001	ACTIVE	01/18/07	UNKNOWN	510	519		0086	GSO	5,850.00
10492	3COM SWITCH	0001	ACTIVE	01/18/07	UNKNOWN	510	519		0086	GSO	5,850.00
10494	3COM SWITCH	0001	ACTIVE	01/18/07	UNKNOWN	510	519		0086	GSO	3,325.00
10503	IBM NETWORK ADAPTER	0001	ACTIVE	01/19/07	UNKNOWN	510	519		0086	GSO	1,040.00
10504	IBM NETWORK ADAPTER	0001	ACTIVE	01/19/07	UNKNOWN	510	519		0086	GSO	1,040.00
10530	APC NET SHELTER RACK	0001	ACTIVE	04/27/07	UNKNOWN	510	519		0086	GSO	1,026.00
10532	SONY VAIO	0001	ACTIVE	06/06/07	UNKNOWN	510	519		0086	GSO	1,275.00
10533	SONY VAIO	0001	ACTIVE	06/06/07	UNKNOWN	510	519		0086	GSO	1,275.00
10536	APC ISX	0001	ACTIVE	02/14/07	UNKNOWN	510	519		0086	GSO	39,915.00
10540	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519		0086	GSO	1,800.00
10541	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519		0086	GSO	1,800.00
10549	HP SB 6710B	0001	ACTIVE	07/24/07	UNKNOWN	510	519		0086	GSO	1,015.00
10550	HP SB 6710B	0001	ACTIVE	07/24/07	UNKNOWN	510	519		0086	GSO	1,015.00
10551	BRETFORD CART	0001	ACTIVE	03/30/07	UNKNOWN	510	519		0086	GSO	1,078.00
10552	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519		0086	GSO	1,800.00
10553	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519		0086	GSO	1,800.00
10554	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519		0086	GSO	1,800.00
10555	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519		0086	GSO	1,800.00
10558	LANIER PRINTER	0001	ACTIVE	02/23/07	UNKNOWN	510	519		0086	GSO	1,199.00
10559	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519		0086	GSO	1,800.00
10560	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519		0086	GSO	1,800.00

10566	3COM SWITCH	0001	ACTIVE	01/18/07	UNKNOWN	510	519	0086	GSO	5,850.00
10568	3COM SWITCH	0001	ACTIVE	03/30/07	UNKNOWN	510	519	0086	GSO	3,325.00
10571	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519	0086	GSO	1,800.00
10572	IBM HARD DRIVE	0001	ACTIVE	01/24/07	UNKNOWN	510	519	0086	GSO	1,800.00
10574	LANIER PRINTER	0001	ACTIVE	02/23/07	UNKNOWN	510	519	0086	GSO	1,199.00
11061	3COM SWITCH	0001	ACTIVE	03/30/07	UNKNOWN	510	519	0086	GSO	3,325.00
11066	APC NETSHELTER 42U R	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	1,270.00
11068	TRIPP UPS	0001	ACTIVE	04/29/07	UNKNOWN	510	519	0086	GSO	2,912.00
11069	SINGLE PORT HBA CARD	0001	ACTIVE	01/07/07	UNKNOWN	510	519	0086	GSO	1,040.00
11071	IBM SERVER	0001	ACTIVE	01/17/07	UNKNOWN	510	519	0086	GSO	2,124.67
8307	IBM WHEELWRITER	0002	ACTIVE	06/05/90	UNKNOWN	560	564	0093	9999	806.00
8309	PANASONIC CAMCORDER	0002	ACTIVE	06/05/90	UNKNOWN	560	564	0093	9999	1,350.00
10047	DESKTOP THINKCENTER	0001	ACTIVE	08/29/06	UNKNOWN	510	519	0104	BUTLER	1,208.00
9900	BREATHING APPARATUS/	0005	ACTIVE	05/25/05	UNKNOWN	520	522	0105	FSO	3,516.00
9901	BREATHING APPARATUS/	0005	ACTIVE	05/25/05	UNKNOWN	520	522	0105	FSO	3,516.00
9902	BREATHING APPARATUS/	0005	ACTIVE	05/25/05	UNKNOWN	520	522	0105	FSO	3,516.00
9903	BREATHING APPARATUS/	0005	ACTIVE	05/25/05	UNKNOWN	520	522	0105	FSO	3,516.00
9904	BREATHING APPARATUS/	0005	ACTIVE	05/25/05	UNKNOWN	520	522	0105	FSO	3,516.00
A-1044	TRAVEL TRAILER - VIS	0005	ACTIVE	07/20/07	UNKNOWN	520	522	0144	EMS-QY	1,500.00
10450	BENNETT GENERATOR &	0006	ACTIVE	12/18/07	UNKNOWN	560	561	1030	9999	11,000.00
10654	HP COMPUTER P8600	0001	ACTIVE	09/23/09	UNKNOWN	570	571	1221	LIB-QY	1,710.81
10655	HP COMPUTER P8600	0001	ACTIVE	09/23/09	UNKNOWN	570	571	1221	LIB-QY	1,710.80
10656	HP COMPUTER P8600	0001	ACTIVE	09/23/09	UNKNOWN	570	571	1221	LIB-QY	1,710.80
8568	LASER PRINTER	0001	ACTIVE	09/30/93	UNKNOWN	600	605	1490	CH-1	893.59
8743	HCS 486 DX4 - 100 SY	0001	ACTIVE	12/14/95	UNKNOWN	600	605	1490	CH-1	1,700.00
8868	VOICEWRITER EX RECOR	0002	ACTIVE	07/18/97	UNKNOWN	600	605	1491	CH-1	3,257.00
10426	ROYAL COPYSTAR COPIE	0002	ACTIVE	06/15/07	UNKNOWN	600	605	1496	CH-2	2,146.58
10039	DELL OPTIPLX GX520	0001	ACTIVE	08/04/06	UNKNOWN	600	605	1496	CH-1	1,105.58
10040	DELL OPTIPLX GX520	0001	ACTIVE	08/04/06	UNKNOWN	600	605	1496	BUTLER	1,105.58
8858	STENTURA 8000LX (STE	0002	ACTIVE	05/29/97	UNKNOWN	610	615	1497	CH-AX	3,625.00
9114	DELL LAPTOP COMPUTER	0001	ACTIVE	11/01/99	UNKNOWN	610	615	1497	CH-AX	2,464.00
10392	DELL LATITUDE D620 L	0001	ACTIVE	02/25/07	UNKNOWN	600	603	1498	BUTLER	2,081.72
10395	DELL LATITUDE D620 L	0001	ACTIVE	02/25/07	UNKNOWN	600	603	1498	BUTLER	2,081.72
10396	DELL LATITUDE D620 L	0001	ACTIVE	02/25/07	UNKNOWN	600	603	1498	BUTLER	2,081.72

10576	DELL LATITUDE E6400	0001	ACTIVE	09/10/08	UNKNOWN	600	603	NOT FOUND	1498	CH-AX	1,378.78
10651	SCANNER/PRINTER	0001	ACTIVE	09/24/09	UNKNOWN	600	603	NOT FOUND	1498	CH-1	2,000.00
9728	DELL OPTI PLEX GX270D	0001	ACTIVE	08/11/03	UNKNOWN	600	603	FOUND IN J	1498	CH-AX	1,288.00
9894	DELL OPTI PLEX GX280	0001	ACTIVE	03/30/05	UNKNOWN	600	603	PUBLIC DEF	1498	CH-AX	1,130.78
9895	DELL OPTI PLEX GX280	0001	ACTIVE	03/30/05	UNKNOWN	600	603	NOT FOUND	1498	CH-AX	1,115.58
9974	DELL M740 COMUTER	0001	ACTIVE	03/09/06	UNKNOWN	600	603	NOT FOUND	1498	CH-AX	2,136.74
7455	WHITE REFRIGERATOR G	0005	ACTIVE	01/09/87	UNKNOWN	560	562	CLINIC QUI	0073	PHU-QY	635.00
											471,985.76

ASSET ID	DESCRIPTION	CATEGORY	STATUS	DATE ACQUIRED	CONDITION	FUNCTION	ACTIVITY	NO LABEL	DEPARTMENT/CATION CO	INITIAL COST	COMMENTS
9941	DELL INSPIRON LAPTOP	0001	SURPLUS	02/27/05	DAMAGED	510	519		0030	2,353.10	
10526	LANIER PRINTER	0001	SURPLUS	02/23/07	DAMAGED	510	519		0086	1,199.00	
11054	3COM 48 PORT SWITCH	0001	SURPLUS	04/29/07	DAMAGED	510	519		0086	5,850.00	
11062	3COM 5500G PWR SWITCH	0001	SURPLUS	01/17/07	DAMAGED	510	519		0086	3,325.00	
11070	3COM 48 PORT SWITCH	0001	SURPLUS	04/29/07	DAMAGED	510	519		0086	5,850.00	
8666	COMPUTER 90MHZ 540M	0001	SURPLUS	10/19/94	DAMAGED	520	522		0105	3,238.00	
9340	FUJITSU FLATBED SCAN	0001	SURPLUS	06/25/01	DAMAGED	510	513		0135	995.00	
10499	PANASONIC TOUGHBOOK	0001	SURPLUS	07/23/08	DAMAGED	520	526		0144	4,468.34	
10502	PANASONIC TOUGHBOOK	0001	SURPLUS	07/23/08	DAMAGED	520	526		0144	4,468.34	
10962	APPLE IPAD 3G 16GB	0001	SURPLUS	12/10/10	DAMAGED	510	512		0235	757.00	
10562	LANIER PRINTER	0001	SURPLUS	10/01/08	DAMAGED	570	571		1221	1,199.00	
10479	INTERACTIVE PEN DISP	0001	SURPLUS	05/23/08	DAMAGED	510	519		5200	3,987.73	
10678	HP LAPTOP & DOCKING S	0001	SURPLUS	02/25/10	DAMAGED	510	513		650	1,750.00	
10965	APPLE IPAD 3G 16GB	0001	SURPLUS	12/10/10	DAMAGED	510	513		650	757.00	
9021	PENTIUM II CCC	0001	SURPLUS	02/25/99	DAMAGED	510	519		9999	963.00	
9023	PENTIUM II 300 CCC	0001	SURPLUS	02/25/99	DAMAGED	510	519		9999	963.00	
9042	FILE SERVER	0001	SURPLUS	06/03/99	DAMAGED	510	519		5200	3,849.00	
9103	GATEWAY COMPUTER	0001	SURPLUS	11/01/99	DAMAGED	510	519		5200	2,049.00	
9104	GATEWAY PENTIUM 3500	0001	SURPLUS	10/22/99	DAMAGED	510	519		9999	1,734.00	
9105	GATEWAY PENTIUM 3500	0001	SURPLUS	11/01/99	DAMAGED	510	519		9999	1,197.00	
9106	GATEWAY PENTIUM 3500	0001	SURPLUS	10/22/99	DAMAGED	510	519		9999	1,197.00	
9113	LASER PRINTER	0001	SURPLUS	11/01/99	DAMAGED	510	519		9999	1,306.00	
9126	GATEWAY	0001	SURPLUS	02/01/00	DAMAGED	510	519		5200	2,049.00	
9131	PENTIUM III 550 CCC	0001	SURPLUS	03/01/00	DAMAGED	510	519		9999	1,734.00	
9176	DELL COMPUTER	0001	SURPLUS	08/07/00	DAMAGED	510	519		9999	1,197.00	
9178	PENTIUM III COMPUTER	0001	SURPLUS	08/07/00	DAMAGED	510	519		9999	1,197.00	
9179	PENTIUM III COMPUTER	0001	SURPLUS	08/07/00	DAMAGED	510	519		9999	1,197.00	
9180	PENTIUM III COMPUTER	0001	SURPLUS	08/07/00	DAMAGED	510	519		9999	1,197.00	
9181	PENTIUM III COMPUTER	0001	SURPLUS	08/07/00	DAMAGED	510	519		9999	1,197.00	
9337	INNOV. TECH. 933-OPT	0001	SURPLUS	06/21/01	DAMAGED	510	519		9999	1,337.00	
9361	ENLIGHTEN ATX SUPERM	0001	SURPLUS	09/27/01	DAMAGED	510	519		9999	1,110.00	
9367	ITI ENLIGHTEN ATX M1	0001	SURPLUS	09/27/01	DAMAGED	510	519		9999	1,762.00	
9403	ENLIGHT ATX MDTOWER	0001	SURPLUS	12/10/01	DAMAGED	570	571		9999	990.00	
9404	COMPAQ SERVER	0001	SURPLUS	01/23/02	DAMAGED	510	519		9999	1,350.00	
9442	COMPUTER UPGRADE	0001	SURPLUS	03/21/02	DAMAGED	510	519		9999	3,695.00	
9446	COMPUTER SERVER	0001	SURPLUS	04/15/02	DAMAGED	510	519		9999	1,236.98	
9453	DELL OPTIPLX GX240	0001	SURPLUS	05/28/02	DAMAGED	510	519		9999	1,043.00	
9454	DELL OPTIPLX GX240	0001	SURPLUS	05/28/02	DAMAGED	510	519		9999	1,196.00	

9455	DELL OPTIPLEX GX240	0001	SURPLUS	05/28/02	DAMAGED	510	519			5200	9999	1,196.00
9456	DELL OPTIPLEX GX240	0001	SURPLUS	05/28/02	DAMAGED	510	519			5200	9999	1,196.00
9540	GATEWAY E-4000 DELUX	0001	SURPLUS	04/21/03	DAMAGED	510	519			5200	9999	1,421.00
9541	GATEWAY E-4000 DELUX	0001	SURPLUS	04/21/03	DAMAGED	510	519			5200	9999	1,421.00
9543	GATEWAY E-4000 DELUX	0001	SURPLUS	04/21/03	DAMAGED	510	519			5200	9999	1,421.00
9544	GATEWAY E-4000 DELUX	0001	SURPLUS	04/21/03	DAMAGED	510	519			5200	9999	1,421.00
9830	COMPUTER	0001	SURPLUS	07/30/04	DAMAGED	510	519			5200	9999	1,667.00
9855	ENLIGHT ATX SUPERMIN	0001	SURPLUS	06/29/04	DAMAGED	510	519			5200	9999	985.00
9856	ENLIGHT ATX SUPERMIN	0001	SURPLUS	06/29/04	DAMAGED	510	519			5200	9999	985.00
9888	RACK-MOUNT DUAL SERV	0001	SURPLUS	10/08/04	DAMAGED	510	515			5200	9999	7,193.75
9954	COMPUTER P-4 3.2GHZ	0001	SURPLUS	12/09/05	DAMAGED	510	519			5200	9999	1,225.00
9954	COMPUTER P-4 3.2GHZ	0001	SURPLUS	12/09/05	DAMAGED	510	519			5200	9999	1,154.90
7830	12 INCH DISPLAY W/SW	0001	SURPLUS	09/30/88	DISPOSED	510	513		2002 PER C	0030	9999	1,345.00
7871	180CPS TERMINAL PRIN	0001	SURPLUS	09/30/88	DISPOSED	510	513		2002 PER C	0030	9999	699.00
8099	1200-2400 BPS MODEM	0001	SURPLUS	09/30/89	DISPOSED	510	513		2002 PER C	0030	9999	599.00
8100	1200-2400 BPS MODEM	0001	SURPLUS	09/30/89	DISPOSED	510	513		2002 PER C	0030	9999	599.00
8218	DISPLAY & KEYBOARD	0001	SURPLUS	05/19/90	DISPOSED	510	513		2002 PER C	0030	9999	1,500.00
8300	JURY SELECTION SOFTW	0001	SURPLUS	06/20/90	DISPOSED	510	513		2002 PER C	0030	9999	4,000.00
8590	8 MM TAPE DRIVE	0001	SURPLUS	08/15/94	DISPOSED	510	513		2002 PER C	0030	9999	2,200.00
8708	OKI DATA 395 PRINTER	0001	SURPLUS	04/13/95	DISPOSED	510	513		2002 PER C	0030	9999	2,073.10
8742	DELL COMPUTER (PC)	0001	SURPLUS	11/30/95	DISPOSED	510	513		2002 PER C	0030	9999	2,482.00
8599	4 MB X 36 70NS SIMM	0001	SURPLUS	10/01/94	DISPOSED	520	525		DATE UNKNO	1120	GSO	587.51
9868	SONY COMPUTER	0001	SURPLUS	09/30/04	DISPOSED	520	525		DATE UNKNO	1120	GSO	1,249.99
9470	GATEWAY COMPUTER	0001	SURPLUS	06/24/02	DISPOSED	520	524		DATE UNKNO	1215	BUTLER	1,485.00
9536	HOWARD CPU & MONITOR	0001	SURPLUS	04/14/03	DISPOSED	520	524		DATE UNKNO	1215	BUTLER	1,280.00
9682	COMPACT COMPUTER	0001	SURPLUS	07/02/03	DISPOSED	520	524		DATE UNKNO	1215	BUTLER	1,147.12
9732	COMPACT COMPUTER	0001	SURPLUS	09/24/03	DISPOSED	520	524		DATE UNKNO	1215	BUTLER	1,122.99
9867	COMPUTER W/ 17" FLAT	0001	SURPLUS	01/20/05	DISPOSED	520	524		DATE UNKNO	1215	BUTLER	1,155.00
10495	3COM 5500G PWR SWITC	0001	SURPLUS	01/17/07	DONATED	530	537		DPT OF COR	0061	9999	3,325.00
10153	LENOVO DESKTOP	0001	SURPLUS	01/17/07	DONATED	510	519		DOC	0086	9999	2,076.00
10157	HP LAPTOP COMPAQ	0001	SURPLUS	01/17/07	DONATED	510	519		DOC	0086	9999	1,820.00
10159	HP LAPTOP COMPAQ	0001	SURPLUS	03/30/07	DONATED	510	519		DOC	0085	9999	1,680.00
10162	HP LAPTOP COMPAQ	0001	SURPLUS	03/30/07	DONATED	510	519		DOC	0086	9999	1,680.00
10164	HP LAPTOP COMPAQ	0001	SURPLUS	01/17/07	DONATED	510	519		DOC	0086	9999	1,820.00
10165	HP LAPTOP COMPAQ	0001	SURPLUS	01/17/07	DONATED	510	519		DOC	0086	9999	1,820.00
10166	HP LAPTOP COMPAQ	0001	SURPLUS	01/17/07	DONATED	510	519		DOC	0086	9999	2,214.00
10169	HP LAPTOP COMPAQ	0001	SURPLUS	01/17/07	DONATED	510	519		DOC	0086	9999	1,820.00
10202	LENOVO DESKTOP	0001	SURPLUS	05/27/07	DONATED	510	519		DOC	0086	9999	1,091.00
10304	HP LAPTOP COMPUTER	0001	SURPLUS	01/17/07	DONATED	510	519		DOC	0086	9999	1,680.00

10310	HP LAPTOP COMPAQ	0001	SURPLUS	01/17/07	DONATED	510	519	DOC	0086	9999	1,680.00
10314	HP LAPTOP COMPAQ	0001	SURPLUS	03/30/07	DONATED	510	519	DOC	0086	9999	1,680.00
10333	3COM 5500G PWR SWITCH	0001	SURPLUS	01/17/07	DONATED	510	519	DOC	0086	9999	3,325.00
10483	SONY VAIO LAPTOP	0001	SURPLUS	03/06/07	DONATED	510	519	DOC	0086	9999	1,950.00
10486	SONY VAIO LAPTOP	0001	SURPLUS	03/06/07	DONATED	510	519	DOC	0086	9999	1,950.00
10488	3COM 5500G PWR SWITCH	0001	SURPLUS	01/17/07	DONATED	510	519	DOC	0086	9999	3,325.00
10493	3COM SWITCH	0001	SURPLUS	01/18/07	DONATED	510	519	DOC	0086	9999	3,325.00
10161	HP LAPTOP COMPUTER	0001	SURPLUS	10/03/08	DONATED	510	519	DOC	5200	9999	1,680.00
10311	HP LAPTOP COMPAQ	0001	SURPLUS	03/30/07	DONATED	510	519	DOC	5200	9999	1,680.00
9457	DELL OPTIPLEX GX240	0001	SURPLUS	05/28/02	UNKNOWN	510	519	DOC	5200	9999	1,196.00
10602	PANASONIC TOUGHBOOK	0001	SURPLUS	06/25/09	INOPERAB	520	526		0144	9999	2,677.00
9908	DELL PC	0001	SURPLUS	07/01/05	OBSOLETE	510	513	TC OFFICE	0007	TC	1,515.00
9911	DELL PC	0001	SURPLUS	07/01/05	OBSOLETE	510	513	TC OFFICE	0007	TC	1,515.00
9912	DELL PC	0001	SURPLUS	07/01/05	OBSOLETE	510	513	TC OFFICE	0007	TC	1,515.00
10187	IBM DESKTOP COMPUTER	0001	SURPLUS	01/17/07	OBSOLETE	510	513	TC OFFICE	0029	GSO	1,581.00
9031	GATEWAY E-4200 COMPU	0001	SURPLUS	03/09/99	OBSOLETE	530	537	OBSOLETE	0061	9999	2,144.00
9032	GATEWAY E-4200 COMPU	0001	SURPLUS	03/09/99	OBSOLETE	530	537	OBSOLETE	0061	9999	2,021.00
9033	DESKJET 1120CXI PRIN	0001	SURPLUS	03/09/99	OBSOLETE	530	537	OBSOLETE	0061	9999	409.58
9034	HP SCAN JET 6200 SCA	0001	SURPLUS	03/09/99	OBSOLETE	530	537	OBSOLETE	0061	9999	500.00
9349	DELL INSPIRON 8000 N	0001	SURPLUS	07/26/01	OBSOLETE	530	537	VARIOUS AG	0061	LP	2,423.65
9684	DELL COMPUTER 8300 S	0001	SURPLUS	07/31/03	OBSOLETE	530	537	KAY	0061	LP	1,225.86
10080	LENOVO DESKTOP	0001	SURPLUS	01/07/07	OBSOLETE	510	519		0086	9999	2,076.00
10168	HP LAPTOP COMPAQ	0001	SURPLUS	01/17/07	OBSOLETE	510	519		0086	9999	1,820.00
10172	HP LAPTOP COMPAQ	0001	SURPLUS	01/17/07	OBSOLETE	510	519		0086	9999	1,820.00
10189	IBM DESKTOP COMPUTER	0001	SURPLUS	01/17/07	OBSOLETE	510	519		0086	9999	1,581.00
10195	LENOVO DESKTOP	0001	SURPLUS	04/29/07	OBSOLETE	510	519		0086	9999	1,111.00
10196	LENOVO DESKTOP	0001	SURPLUS	05/27/07	OBSOLETE	510	519		0086	9999	1,091.00
10197	LENOVO DESKTOP	0001	SURPLUS	05/27/07	OBSOLETE	510	519		0086	9999	1,091.00
10203	LENOVO DESKTOP	0001	SURPLUS	05/27/07	OBSOLETE	510	519		0086	9999	1,091.00
10204	LENOVO DESKTOP	0001	SURPLUS	05/27/07	OBSOLETE	510	519		0086	9999	1,091.00
10292	LENOVO DESKTOP	0001	SURPLUS	01/17/07	OBSOLETE	510	519		0086	9999	1,111.00
10294	LENOVO DESKTOP	0001	SURPLUS	04/29/07	OBSOLETE	510	519		0086	9999	1,111.00
10298	LENOVO DESKTOP	0001	SURPLUS	04/29/07	OBSOLETE	510	519		0086	9999	1,111.00
10315	HP LAPTOP COMPUTER	0001	SURPLUS	04/29/07	OBSOLETE	510	519		0086	9999	1,680.00
10317	HP LAPTOP	0001	SURPLUS	01/17/07	OBSOLETE	510	519		0086	9999	1,045.00
10331	IBM SERVER	0001	SURPLUS	06/12/07	OBSOLETE	510	519		0086	9999	2,124.67
10529	LANIER PRINTER	0001	SURPLUS	01/17/07	OBSOLETE	510	519		0086	9999	1,316.96
10575	APPLE IMBP 4GB COMPUT	0001	SURPLUS	06/18/07	OBSOLETE	510	519		0086	9999	2,406.44
008594	COMPUTER SYSTEM	0001	SURPLUS	12/10/10	OBSOLETE	540	541		0112	PW	2,949.00
			SURPLUS	09/20/94	OBSOLETE	530	534	OBSOLETE	0219	9999	

10546	IBM X3500 SERVER	0001	SURPLUS	09/12/08	OBsolete	570	571						LIB-QY	3,960.21
9719	DELL OPTIPILEX GX270D	0001	SURPLUS	08/11/03	OBsolete	600	603	UNKNOWN	1498			CH-AX	1,288.00	
9720	DELL OPTIPILEX GX270D	0001	SURPLUS	08/11/03	OBsolete	600	603	TECH ROOM	1498			CH-AX	1,288.00	
9721	DELL OPTIPILEX GX270D	0001	SURPLUS	08/11/03	OBsolete	600	603	TECH ROOM	1498			CH-AX	1,288.00	
9724	DELL OPTIPILEX GX270D	0001	SURPLUS	08/11/03	OBsolete	600	603	TECH ROOM	1498			CH-AX	1,288.00	
9727	DELL OPTIPILEX GX270D	0001	SURPLUS	08/11/03	OBsolete	600	603	TECH ROOM	1498			CH-AX	1,288.00	
9731	DELL OPTIPILEX GX270T	0001	SURPLUS	08/11/03	OBsolete	600	603	TECH ROOM	1498			CH-AX	1,318.00	
9956	IBM SERVER X206	0001	SURPLUS	04/10/06	REPLACED	570	571	DATE UNKNO	1221			9999	2,571.00	
9899	ENLIGHT ATX MIDTOWER	0001	SURPLUS	04/20/05	UNKNOWN	540	541	DISPOSED?	0112			PW	1,155.00	
10174	GATEWAY PROFILE 5.5	0001	SURPLUS	09/30/06	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,577.00	
10176	GATEWAY M280E	0001	SURPLUS	04/17/06	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	2,139.00	
10437	GATEWAY PROFILE 6	0001	SURPLUS	10/06/07	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,159.00	
10438	GATEWAY PROFILE 6	0001	SURPLUS	10/06/07	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,159.00	
10439	GATEWAY PROFILE 6	0001	SURPLUS	10/06/07	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,159.00	
10440	GATEWAY PROFILE 6	0001	SURPLUS	10/06/07	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,159.00	
10441	GATEWAY PROFILE 6	0001	SURPLUS	10/06/07	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,159.00	
10463	GATEWAY PROFILE 6.5	0001	SURPLUS	10/06/07	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,159.00	
10464	GATEWAY PROFILE 6.5	0001	SURPLUS	06/12/08	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,225.00	
10465	GATEWAY PROFILE 6.5	0001	SURPLUS	06/12/08	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,225.00	
10506	GATEWAY PROFILE 6.5	0001	SURPLUS	06/12/08	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,225.00	
10507	GATEWAY PROFILE 6.5	0001	SURPLUS	06/12/08	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,225.00	
10508	GATEWAY PROFILE 6.5	0001	SURPLUS	06/12/08	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,225.00	
9935	GATEWAY PROFILE 5.5	0001	SURPLUS	07/20/05	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,225.00	
9936	GATEWAY PROFILE 5.5	0001	SURPLUS	07/20/05	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,225.00	
9938	GATEWAY PROFILE 5.5	0001	SURPLUS	07/20/05	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,225.00	
10509	GATEWAY PROFILE 6.5	0001	SURPLUS	07/20/05	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,448.00	
A-851	PRESSURE WASHER	0002	SURPLUS	06/12/08	UNKNOWN	600	602	SAO BASEMIN	1499			BUTLER	1,448.00	
9500	SAVIN 2535 DIGITAL C	0002	SURPLUS	07/17/01	DAMAGED	560	562	PARTS	1226			9999	895.00	
9463	SHREDDER W/TRAY	0002	SURPLUS	10/30/02	DAMAGED	510	519		5200			9999	5,768.00	
8487	25 FT.3" DEEP FREEZE	0002	SURPLUS	06/19/02	DISPOSED	510	513		0007			9999	1,071.95	
10155	P1010 ID CARD PRINTE	0002	SURPLUS	05/13/93	DISPOSED	560	564		0052			9999	519.00	
9183	UHF/UHF RADIO	0002	SURPLUS	01/24/07	OBsolete	510	513		0016			BUTLER	1,940.00	
9374	MOTOROLA 35 WATT RAD	0002	SURPLUS	09/01/00	OBsolete	540	541		0112			PW	1,804.00	
5574	STEELMASTER CARD	0003	SURPLUS	09/27/01	OBsolete	560	562		1226			AC	585.00	
9492	DESK ENSEMBLE	0003	SURPLUS	09/17/82	DISPOSED	510	513		0007			9999	644.27	
10098	LATERAL FILE	0003	SURPLUS	09/07/02	DISPOSED	510	513		0029			9999	2,074.00	
10099	HUTCH	0003	SURPLUS	11/20/05	DONATED	560	562		0073			9999	1,090.85	
A-653	UTILITY DRY STORAGE	0004	SURPLUS	09/18/98	DONATED	530	534		0073			9999	987.30	
A-1039	HUSTLER WALKBEHIND M	0005	SURPLUS	05/01/07	NOT USED	510	519		1193			9999	2,300.00	
					DAMAGED				0081			9999	3,359.30	



A-1040	HUSTLER WALKBEHIND M	0005	SURPLUS	05/03/07	DAMAGED	510	519	PARTS	0031	9999	3,359.30
A-880	HUSTER HYDWALK MOWER	0005	SURPLUS	12/18/01	DAMAGED	510	519	PARTS	0031	9999	3,997.50
A-881	HUSTER HYDWALK MOWER	0005	SURPLUS	12/18/01	DAMAGED	510	519	PARTS	0031	9999	3,997.50
A 824	BUSH CUTTER	0005	SURPLUS	10/23/00	DAMAGED	570	572	SLIDE	1601	PARK SHP	2,400.00
A-861	8' STAINLESS STEELS	0005	SURPLUS	09/27/01	DAMAGED	570	572	SLIDE	1601	PARK-CH	665.00
9400	EQUIPMENT ROOM CHILL	0005	SURPLUS	10/25/01	DAMAGED	510	519	PR TO 2006	5200	9999	2,928.00
A-666	PRESSURE WASHER	0005	SURPLUS	09/14/98	DISPOSED	510	519	PR TO 2006	0031	9999	2,371.68
A-721	LAWN MOWER	0005	SURPLUS	06/09/99	DISPOSED	510	519	PR TO 2006	0031	9999	853.00
A-722	LAWN MOWER	0005	SURPLUS	06/09/99	DISPOSED	510	519	PR TO 2006	0031	9999	853.00
A-675	HAND PALLET JACK	0005	SURPLUS	02/19/99	DISPOSED	560	564	PR TO 2006	0052	9999	573.33
A467	TILTON PR WASHER 220	0005	SURPLUS	09/21/96	DISPOSED	530	534	DATE UNKNO	0219	9999	598.00
A-679	1998 UTILITY TRAILER	0005	SURPLUS	12/23/98	MISSING	510	519		0031	9999	795.00
8027	PORTABLE RADIO WITH	0005	SURPLUS	08/29/89	OBSOLETE	520	522		0105	9999	552.24
8028	PORTABLE RADIO WITH	0005	SURPLUS	08/29/89	OBSOLETE	520	522		0105	9999	552.24
8029	PORTABLE RADIO WITH	0005	SURPLUS	08/29/89	OBSOLETE	520	522		0105	9999	552.24
8030	PORTABLE RADIO WITH	0005	SURPLUS	08/29/89	OBSOLETE	520	522		0105	9999	552.24
8031	PORTABLE RADIO WITH	0005	SURPLUS	08/29/89	OBSOLETE	520	522		0105	9999	552.24
8032	PORTABLE RADIO WITH	0005	SURPLUS	08/29/89	OBSOLETE	520	522		0105	9999	552.24
8822	MOTOROLA RADIO PORTA	0005	SURPLUS	10/25/96	OBSOLETE	540	541		0112	PW	552.42
8952	MOBILE RADIO	0005	SURPLUS	04/28/98	OBSOLETE	540	541		0112	PW	683.71
8981	MAXTRAC MOBILE RADIO	0005	SURPLUS	07/31/98	OBSOLETE	540	541		0112	PW	642.90
9012	MAXTRAC MOBILE RADIO	0005	SURPLUS	01/28/99	OBSOLETE	540	541		0112	PW	631.00
9045	MOTOROLA MAXTRAL 100	0005	SURPLUS	06/23/99	OBSOLETE	540	541		0112	PW	609.25
9046	MOTOROLA MAXTRAL 100	0005	SURPLUS	06/23/99	OBSOLETE	540	541		0112	PW	655.00
9143	MOTOROLA MARATRAC 10	0005	SURPLUS	05/01/00	OBSOLETE	540	541		0112	PW	655.00
9144	MOTOROLA MARATRAC 10	0005	SURPLUS	05/01/00	OBSOLETE	540	541		0112	PW	1,246.00
9153	MOTOROLA MAXTRAL 100	0005	SURPLUS	06/01/00	OBSOLETE	540	541		0112	PW	1,246.00
9207	MOTOROLA MARATRAC 10	0005	SURPLUS	10/20/00	OBSOLETE	540	541		0112	PW	620.00
9282	CDM 750 VHP ECHANNEL	0005	SURPLUS	02/19/01	OBSOLETE	540	541		0112	PW	1,268.00
9307	CDM 750 VHF 4 CHANNE	0005	SURPLUS	04/05/01	OBSOLETE	540	541		0112	PW	559.09
9354	MOTOROLA CDM 750 MOB	0005	SURPLUS	09/05/01	OBSOLETE	540	541		0112	PW	575.00
9355	MOTOROLA CDM 750 MOB	0005	SURPLUS	09/05/01	OBSOLETE	540	541		0112	PW	540.60
9406	MOTOROLA MARATRAC 10	0005	SURPLUS	02/22/02	OBSOLETE	540	541	OBSOLETE	0112	PW	540.60
9407	MOTOROLA MARATRAC 10	0005	SURPLUS	02/22/02	OBSOLETE	540	541		0112	PW	1,420.20
9408	MOTOROLA MARATRAC 10	0005	SURPLUS	02/22/02	OBSOLETE	540	541		0112	PW	1,420.20
9523	MARATRAC VHF 100W 99	0005	SURPLUS	12/17/02	OBSOLETE	540	541		0112	PW	1,420.20
A-898	FLUORESCENT LAMP CRU	0005	SURPLUS	04/30/02	OBSOLETE	530	534	SAFETY ISS	0219	9999	1,417.31
9334	MOTOROLA MAXTRAC 800	0005	SURPLUS	05/17/01	OBSOLETE	560	562		1226	AC	3,335.55
9335	MOTOROLA MAXTRAC 800	0005	SURPLUS	05/17/01	OBSOLETE	560	562		1226	AC	585.00

10592	PAYNE CONDENSER	0005	SURPLUS	12/18/08	REPLACED	510	519	DATE UNKNW	0031	HN1	1,213.00
9753	3 1/2 TON DUCANE HAN	0005	SURPLUS	09/24/03	REPLACED	510	519	2005	0031	CH-2	321.00
9754	3 1/2 TON DUCANE CON	0005	SURPLUS	09/24/03	REPLACED	510	519	2005	0031	CH-2	651.00
9761	7 1/2 TON DUCANE HAN	0005	SURPLUS	09/24/03	REPLACED	510	519	DATE UNKNW	0031	CH-B	1,419.00
9762	7 1/2 TON DUCANE CON	0005	SURPLUS	09/24/03	REPLACED	510	519	DATE UNKNW	0031	CH-B	2,010.00
A-534	MITSUBUSHI AC	0005	SURPLUS	01/14/97	REPLACED	510	519	DATE UNKNW	0031	9999	3,677.60
A-735	SCAG SW 48 -14KA	0005	SURPLUS	08/02/99	REPLACED	510	519	DATE UNKNW	0031	9999	2,239.00
A-868	STIHL CUT OFF SAW	0005	SURPLUS	10/02/01	REPLACED	540	541	DATE UNKNW	0112	9999	916.36
A-660	1992 CHEVY S-10 PICK	0005	SURPLUS	09/30/98	UNKNOWN	510	519	DATE UNKNW	0031	9999	5,195.00
A-1004	YAMAHA GENERATOR	0005	SURPLUS	09/02/05	UNKNOWN	520	522	FIRE SERVI	0105	FSO	1,570.00
9488	AUTOVENT 3000 PATTEN	0006	SURPLUS	08/30/02	OBSOLETE	520	526	OBSOLETE	1122	EMS-QY	1,789.23
A-758	1996 FORD RANGER	0100	4230/SUR	11/22/99	PEND AUC	520	524	SURPLUS RE	1215	PW	7,598.00
A-387	1995 FORD F-150 PICK	0100	5067/SUR	04/26/95	OUTDATED	510	519	SURPLUS RE	0031	PW	13,583.85
A-695	BRUSH TRUCK	0200	3733/SUR	02/25/99	DONATED	520	522	TO MIDWAY	0105	9999	43,395.00
A-328	STEP VAN BOOKMOBILE	0200	4833/SUR	09/08/82	OUTDATED	570	571	QUINCY LIB	1221	LIB-QY	65,291.00
8118	AUTOMATIC EKG MACHIN	0006	ACTIVE	11/15/89	NOT USED	560	562	CLINIC HAV	0073	SCH4	1,895.00 need property
9559	LASER LEVEL	0001	ACTIVE	12/20/02	NOT USED	560	562	ENVIRONMEN	0073	PHU-EH	995.00 need property
9589	DELL OPTIPLX GX240	0001	ACTIVE	12/20/02	NOT USED	560	562	M LAMB	0073	PHU-QY	1,154.12 need property
9770	DELL LAPTOP D-800	0001	ACTIVE	03/15/04	NOT USED	560	562	D ROBERTS	0073	PHU-QY	1,995.20 need property
9816	DELL LAPTOP D-800	0001	ACTIVE	05/03/04	NOT USED	560	562	S BOLTON	0073	PHU-QY	1,992.05 need property
9817	DELL LAPTOP D-800	0001	ACTIVE	05/03/04	NOT USED	560	562	C BRADFORD	0073	PHU-QY	1,992.05 need property
9818	DELL LAPTOP D-800	0001	ACTIVE	05/03/04	NOT USED	560	562	POD PROGRA	0073	PHU-QY	1,995.20 need property
9931	DELL LAPTOP D410	0001	ACTIVE	10/03/05	NOT USED	560	562	POD PROGRA	0073	PHU-HA	1,902.72 need property
9933	DELL LAPTOP D410	0001	ACTIVE	10/03/05	NOT USED	560	562	POD PROGRA	0073	PHU-HA	1,902.72 need property
9934	DELL LAPTOP D410	0001	ACTIVE	10/03/05	NOT USED	560	562	K BROWN	0073	PHU-QY	2,600.00 need property
9970	ENCLOSED TRAILER	0300	ACTIVE	03/09/06	NOT USED	600	605	LAURA OGDE	1496	CH-AX	1,799.90 need property
9554	DELL PRECISION SMALL	0001	ACTIVE	12/17/02	NOT USED	610	615	LANIER SN	1497	CH-AX	602.00 need property
8522	VW110 TRANSCRIBER	0002	ACTIVE	02/25/07	NOT USED	600	603	FOUND IN J	1498	BUTLER	2,081.72 need property
10391	DELL LATITUDE D620 L	0001	ACTIVE	09/10/08	NOT USED	600	603	FOUND IN J	1498	CH-AX	1,378.78 need property
10577	DELL LATITUDE E6400	0001	ACTIVE	10/01/08	OBSOLETE	540	541	FLEET	0112	PW	1,581.00 need property
10233	LENOVO IBM	0001	ACTIVE	09/01/00	OUTDATED	530	537	BACK OFFIC	0061	LP	6,502.53 need property
9184	COLOR LASER JET 8550	0001	ACTIVE								504,927.18

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

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 5, 2013

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

**From:** Robert M. Presnell, County Administrator  
Dr. Carolyn E. Poole, Director of Library Services

**Subject:** Approval of Library Annual Plan of Service 2013-2014

---

### **Statement of Issue:**

The second part of the 2013-2014 State Aid to Public Libraries application that is due by December 1<sup>st</sup> requires submission of a Board approved Annual Plan of Service.

### **Background:**

State Aid is an essential part of the Library budget. The State Aid grant award in Fiscal Year 2013-2014 is expected to be approximately \$369,000. State Aid is used for materials, salaries, and operating expenses of the William A. "Bill" McGill Library in Quincy, the Havana Public Library and the Cowen Public Library in Chattahoochee.

### **Analysis:**

Services and goals outlined in the attached plan were approved by the Gadsden County Board of County Commission on September 3, 2013 in the Library Strategic Long-Range Plan. Several activities listed herein were also extracted from the long-range plan. Approval of the Annual Plan of Service is a required step toward obtaining this grant, which is vital to continuing library services in Gadsden County.

### **Fiscal Impact:**

Gadsden County's State Aid funding is made up of two grants, an operating grant and an equalization grant. The majority of Gadsden County's State Aid is the equalization grant, which is provided to the poorest counties based upon taxable property values. The actual amount of the grant is determined by a formula that is based largely on local funds invested in library services. Therefore, more local dollars spent on library services means more potential for State Aid. The grant award for the FY 2013-2014 fiscal year will be

approximately \$369,000. No further financial obligation or match is required by the County.

**Options:**

1. Approve Annual Plan of Service 2013-2014.
2. Provide other direction.

**County Administrator's Recommendation:**

Option 1

**Attachment**

Annual Plan of Service 2013-2014.

**GADSDEN COUNTY PUBLIC LIBRARY SYSTEM  
ANNUAL PLAN OF SERVICE 2013-2014**

***Service 1. -- Connect to the Online World: Public Internet Access***

Goal: Gadsden County library users will have free high speed access to the digital world to ensure that residents can take advantage of resources and services available through the Internet, including access to E-Government services.



Activity 1-A: The library will continue to upgrade computer hardware/software and replace equipment with 25 new desktop computers for public access.

Activity 1-B: The library will form a partnership with 1 L.I.F.E Foundation (<http://www.1lifefoundation.org/giftsforgadsen/>) to sponsor a computer giveaway event for needy and low-income families on December 14, 2013.

Activity 1-C: The library will provide technology training for staff and the public on computers and mobile devices, such as iPads and smart phones.

Activity 1-D: The library will redesign its static website to update and enrich content.

Activity 1-E: The library will implement Internet safety training for children.

Activity 1-F: The library will offer E-Government services via a stand-alone computer workstation with scanner dedicated to Florida Department of Children and Families Automated Community Connection to Economic Self Sufficiency (ACCESS) to be installed at the main library.

## ***Service 2. -- Create Readers: Family Literacy***

Goal: Families with children up to age five will have programs to prepare them to enter school ready to learn. Adults who have low literacy skills will be offered assistance through services provided by trained volunteers.



Activity 2-A: The library will improve its collection of “concept books” and other educational tools to help parents with literacy training at home.

Activity 2-B: Library staff will present story-times on the bookmobile to increase the number of children who attend a program in a non-library location.

Activity 2-C: The library will search and apply for family literacy grants.

Activity 2-D: The library will partner with local organizations such as Big Bend Community Development Corporation, Gadsden Men of Action, and FarmShare to bring free books to children living in households without books.

Activity 2-E: The Adult Literacy staff will determine the status of over 630 adult students on file in the Literacy program.

### **Service 3. -- Be an Informed Citizen: Local and State Affairs**

Goal: Residents will have the information they need to support and promote democracy to fulfill their civic responsibilities at the local and state levels, and to fully participate in community decision-making.



Activity 3-A: The library will collaborate with the Tallahassee League of Women Voters to produce a brochure, "Know Your Public Officials for Gadsden County."

Activity 3-B: The library will provide programs and resources for potential voters to help them understand the voting process, slate of candidates, and ballot issues.

Activity 3-C: The library will collaborate with the local County elections office to provide a voter registration program.

Activity 3-D: The library will host forums for local elections.

Activity 3-E: The library will provide registration forms, sample ballots, early voting dates, and other educational information.

Activity 3-F: The library will monitor and update County information on the Right Service At the Right Time website ([www.rightservicefl.org](http://www.rightservicefl.org)) and promote use of Get Help Florida ([www.gethelpflorida.org/localhelp/shtml](http://www.gethelpflorida.org/localhelp/shtml)).





#### ***Service 4. -- Satisfy Curiosity: Lifelong Learning***

Goal: Residents will have the resources they need to explore a wide variety of personal interest topics and continue to learn throughout their lives.



*Actress April Turner (left) performed a dance interpretation of the works of Zora Neale Hurston at Havana Public Library*

Activity 4-A: The library will purchase an e-book collection of adult popular fiction.

Activity 4-B: The library will provide programs for local residents on topics of interest such as genealogy, sign language, soap making, and computer training.

Activity 4-C: The library will provide small group instruction using free Universal Class continuing education courses.

Activity 4-D: The library will participate in social media sites, such as Facebook, to keep customers informed and engaged in library activities.

Activity 4-E: The library will participate in and promote use of the Ask-A-Librarian statewide reference service.

### ***Service 5. -- Discover Your Roots: Genealogy and Local History***

Goal: Residents and visitors will have the resources they need to connect the past with the present through their family histories and to understand the history and traditions of the community.



*Family history researchers holding County time capsule  
by Library's exhibit case*

Activity 5-A: The library will participate in the Gadsden Courthouse 100<sup>th</sup> anniversary and Viva Florida 500 celebration by filling and preserving a County time capsule.

Activity 5-B: The library will establish a partnership with the owner/publisher of the *Gadsden County Times* to transfer bound volumes of the newspaper to the main library's Local History and Genealogy Corner area.

Activity 5-C: The library will display local memorabilia and collectibles in an exhibit case at the main library.

Activity 5-D: The library will collect and scan local obituary notices for public access.

Activity 5-E: The library will solicit and collect local family histories for reference in the main library's Local History & Genealogy Corner area.

Activity 5-F: The library will position itself as a central hub of information on local history and genealogy for Gadsden County residents and their families.

***Service 6. -- Enhance Economic Development: Business and Nonprofit Support***

Goal: Entrepreneurs, small business owners, and nonprofit organization directors and their managers will have the resources they need to develop and maintain strong, viable organizations.



*Commissioner Eric Hinson networking with Natalie Hall,  
SBA Economic Development Specialist, after library workshop*

Activity 6-A: Library staff will attend meetings of local business organizations and follow-up by providing library resources to educate local leaders.

Activity 6-B: The library will partner with local groups to provide programs of interest to businesses or not-for-profit groups.

Activity 6-C: The library will collaborate with FAMU's Small Business Development Center to host local workshops.

Activity 6-D: The library will collaborate with UF/IFAS to make their information accessible to small businesses.

Activity 6-E: The library will sponsor programs on networking, resource sharing, and other topics of interest to support small businesses.

**Board of County Commissioners  
Agenda Request**

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 6, 2013

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

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

**Subject:** Approval of an Interlocal Agreement With The City of  
Chattahoochee For The Paving of River Landing Road

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**Statement of Issue:**

This agenda item seeks Board direction for accepting the attached Interlocal Agreement with the City of Chattahoochee for the paving of River Landing Road.

**Background:**

The City of Chattahoochee and the County have identified that River Landing Road is in need of paving and resurfacing. River Landing Road is 3,210 feet long. Gadsden County owns approximately 1,990 feet and the City of Chattahoochee owns approximately 1,220 feet. The proposed Interlocal Agreement will provide for the division of the cost where the County will pay for sixty-two percent (62%) of the total cost and the City of Chattahoochee will pay the remaining thirty-eight (38%). The total estimated cost for the paving and resurfacing of River Landing Road is \$116,400.00.

**Analysis:**

The County and the City of Chattahoochee have identified the need to pave this road. An Interlocal Agreement will be required to share the costs associated with paving and resurfacing the roadway. The City of Chattahoochee will be responsible for the surveying, design, inspection and permitting of the project.

**Fiscal Impact:**

The cost of paving the County portion of River Landing Road is \$72,168.00.

**Options:**

1. Approval of the Interlocal Agreement with the City of Chattahoochee for the Paving of River Landing Road and authorize the Chair to execute the agreement.
2. Provide Board direction

**County Administrator Recommendation:**

Option 1

**Attachments:**

Interlocal Agreement (2 copies)

## **INTERLOCAL AGREEMENT**

COMES NOW, Gadsden County (hereinafter County), by and through its County Commission and the City of Chattahoochee (hereinafter City), by and through its City Council and enter into this interlocal agreement as follows:

1. The parties have identified a need to pave the following roadway, all of which is in the City limits with part of the roadway being owned by the County:

**River Landing Rd commences at US 90 (Washington St.) and continues southwest where it terminates at a privately owned parcel (ID# 1-32-4N-6W-0000-00424-0100) for a total length of 3,210 LF. Of the total length, the City of Chattahoochee owns and maintains approximately 38% and the County owns approximately 62%.**

2. A portion of River Landing Road is jointly owned by the City and the County and it is in the best interests of the residents of the County and the City to pave/repave this road project.
3. All funding for this project shall be local funds. No grant funds shall be utilized. Gadsden County has approved their budget which includes funds for this project. The City of Chattahoochee has approved a budget which includes funds for this project.
4. The total estimated project cost is \$116,400.00. The City is responsible for thirty-eight (38) percent of the total project cost and the County is responsible for sixty-two (62) percent.
5. It shall be the City's responsibility to survey, design, inspect, construct the permit of said project, as well as procure the services therefrom.
6. The City shall receive invoices to pay the same and the County shall reimburse the City their respective percentage shares within thirty (30) days.

7. Each entity who executes this interlocal agreement does hereby warrant that this interlocal agreement has been approved by their respective boards.

DATED THIS 5<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
COUNTY OF GADSDEN COUNTY  
By: Douglas Croley, Chairman

Annette W. Bates  
CITY OF CHATTAHOOCHEE Mayor  
By: Annette Bates

\_\_\_\_\_  
COUNTY MANAGER  
By: Robert Presnell

Marinda Wilson  
CITY CLERK  
By: MARINDA WILSON

\_\_\_\_\_  
COUNTY ATTORNEY  
Deborah Minnis



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

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 6, 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 to Apply For The Assistance to Firefighters Grant

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### **Statement of Issue:**

This agenda item seeks Board approval to apply for the Assistance to Firefighters Grant (AFG) for Gadsden County Fire Service.

### **Background:**

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of the fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards.

### **Analysis:**

The Grant will assist the fire service by allowing the purchase, upgrade, and/or replacement of worn out equipment that can make the difference between life and death.

### **Fiscal Impact:**

The Assistance to Firefighters Grant requires a match based on the population in the fire service response area. With a populated area of 50,000 or less people, the Grant requires a 10% match. The Department is seeking assistance to purchase five (5) sets of Rescue Tools (Power Unit, Cutters, Spreaders, and Rams) at \$26,000 each, totaling \$130,000. Based on this purchase price, a match of \$13,000 is required. The funds for the match are available in the Department's current budget.

**Options:**

1. Approval to apply for the Assistance to Firefighters Grant.
2. Do not approve applying for the Assistance to Firefighters Grant.
3. Provide other direction.

**County Administrator's Recommendation**

Option 1

**Attachment:**

None

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

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 6, 2013

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

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

**Subject:** **Public Hearing** - Approval of Close-out Budget Amendments for FY 2013

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### **Statement of Issue:**

This agenda item seeks Board approval of Resolution 2013-027 and authorization for the County Administrator and the Finance Director in the Clerk's Office to complete and execute all budget amendments necessary to close out the Fiscal Year 2013 BOCC budget.

### **Background:**

Florida Statute 129.01 (2) (b) requires that the County's budget be balanced. Additionally, Florida 129.06 (2) permits the Board of County Commissioners to amend the previous fiscal budget within the first 60 days of the current fiscal year.

### **Analysis:**

The close-out process, as conducted in conjunction with the Clerk's Board Finance Office, entails the maintenance of a balanced budget for the most recent ending fiscal year. These additional amendments are for the following purpose:

- To move money into some areas which were not adequately funded.

### **Fiscal Impact:**

The close-out process will assist the Board in maintaining compliance with the Florida Statutes. As all of the end-of-year bills have not been submitted for payment, it cannot be determined how much the general fund balance will be affected at this time. An official analysis of the fiscal impact of the close-out transactions will not be available until the completion of the annual audit.

**Options:**

1. Approve Resolution #2013-027 and the attached Budget Amendments and authorize the County Administrator, Finance Director, and Sr. Management & Budget Analyst to complete and execute other necessary budget amendments associated with FY 2013 close-out process.
2. Board direction.

**County Administrator's Recommendation:**

Option 1

**Attachments:**

Resolution # 2013-027

Budget Amendments Narrative and Budget Amendments

RESOLUTION NO. 2013 – 027

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Gadsden County, Florida, hereby amends the budget as reflected on the Budget Amendments attached hereto.

Adopted this 19<sup>th</sup> day of November, 2013.

Board of County Commissioners  
Gadsden County, Florida

\_\_\_\_\_  
Chairman

Attest: Nicholas Thomas, Clerk

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

**Narrative For  
Budget Amendments  
For  
November 19, 2013**

**Budget Amendment # 130080 – General Fund**

Move \$35,000 from County Building Maintenance Department utility account to cover Tax Collector Department other current charges and health insurance negative line items.

Move \$9,000 from Planning Department Professional Services to cover Medical Examiner Department professional services negative line item.

Move \$8,000 from Medicaid Department to cover County Health Departments insurance negative line items.

Move \$25,000 from County Building Maintenance Department utility account to cover PW Fuel System Department other current charges negative line item.

**Budget Amendment # 130081 – Capital Projects**

Make an accounting correction of moving \$400,000 from Transfer from Fund 130 account to Transfer from Balance Forward account.

**Budget Amendment # 130082 – Judicial**

Move \$2,000 from Law Library Department books account to cover Court Administration Department insurance negative line item and the Circuit Court Judge Department travel negative line item.

Moved \$3,000 from the State Attorney's Machinery & Equipment line item to the Public Defenders Machinery & Equipment line item.

**Budget Amendment # 130083 – Public Works**

Move \$200,000 from PW Paved Road Maintenance Department machinery & equipment line item to cover PW Road & Bridges Department improvement other than buildings negative line item.

**Budget Amendment # 130084 – Supervisor of Elections**

Move \$4,400 from Holding Elections Department salaries account and the Canvassing Board Department Professional services account to cover Supervisor of Elections Department overtime negative line item.

**Budget Amendment # 130085 – Fines & Forfeiture**

Move \$5,400 from Corrections Department insurance account to cover Law Enforcement Department insurance and other current charges negative line items.

**Budget Amendment # 130086 – Library**

Move \$14,725 from the 3 branches to Library Administration Department 1218 for state aid reporting.

**Budget Amendment # 130087 – EMS**

Receive \$45,000 from General Fund to cover EMS Department salaries negative line item and EMS Billing & Administration Department personnel negative line items.

**Budget Amendment # 130088 – General Fund**

Transfer \$45,000 from General Fund to cover EMS Department salaries negative line item and EMS Billing & Administration Department personnel negative line items.

**Budget Amendment # 130089 – Property Appraiser**

Re-allocate the budget numbers based on the Department of Revenues approved budget including the salary adjustment.

**Budget Amendment # 130090 – General Fund**

Funding the Property Appraiser \$721 for the Department of Revenues salary adjustment.

**Budget Amendment # 130091 – Courthouse**

Move \$13,000 from Courthouse Facilities to cover Courthouse Security computer maintenance contracts negative line item.

**Budget Amendment # 130092 – Poll Worker Recruitment Grant**

Recognize \$1,235.31 received and allocated to the grant.

**Budget Amendment # 130093 – Help America Vote Grant**

Recognize \$25,105.05 received and allocated to the grant.

**Budget Amendment # 130094 – LAPA Railroad Depot Grant**

Recognize \$26,188.83 received and expensed to close the grant.

**Budget Amendment # 130095 – Dodger Ball Park Road Capital**

Recognize \$65,569.53 received and allocated to the project.

**Budget Amendment # 130096– Emergency Management Grant**

Recognize \$13,320 match received and allocated to the grant.

**Budget Amendment # 130097 – Debt Service Hospital**

Recognize Finance's entry of \$9,138,713.90 to record and account for the refinancing of the loan.

**Budget Amendment # 130098 – Debt Service Public Works**

Recognize Finance's entry of \$3,850,627 to record and account for the refinancing of the loan.



PUBLIC HEARING NOTICE

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS ARE CONSIDERING PROPOSED CHANGES TO ITS BUDGET FOR FISCAL YEAR 2012-2013. THE CHANGES WILL BE DISCUSSED AT THE BOARD'S NEXT REGULAR SCHEDULED MEETING TO BE HELD NOVEMBER 19, 2013, AT 6:00 P.M. IN THE GADSDEN COUNTY BOARD OF COUNTY COMMISSION CHAMBERS, 9 EAST JEFFERSON STREET, QUINCY, FLORIDA. ALL CITIZENS ARE INVITED TO ATTEND. A FINAL DECISION ON THE PROPOSED CHANGES WILL BE MADE AT THIS MEETING. A SUMMARY OF THE CHANGES ARE:

	GENERAL FUND	SPECIAL REVENUE FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND
<b>REVENUE</b>				
TRANSFER IN	\$ -	\$ 59,041		
BALANCE FORWARD	45,721			\$ 65,570
OTHER SOURCES			\$ 12,989,341	
<b>NET CHANGE</b>	<b>\$ 45,721</b>	<b>\$ 59,041</b>	<b>\$ 12,989,341</b>	<b>\$ 65,570</b>
<b>EXPENDITURES</b>				
GENERAL GOVERNMENT		\$ 721		
TRANSPORTATION			\$ 3,850,627	\$ 65,570
PUBLIC SAFETY		58,320		
HUMAN SERVICES			9,138,714	
TRANSFER OUT	\$ 45,721			
<b>NET CHANGE</b>	<b>\$ 45,721</b>	<b>\$ 59,041</b>	<b>\$ 12,989,341</b>	<b>\$ 65,570</b>

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 001 General Fund  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
<b>#1 Subtotal</b>				-	-	

				Expenditure		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
001	0007	52300	Health Ins	48,279	20,000	68,279
001	0007	54900	Other current charges	458,539	15,000	473,539
001	0031	54300	Utilities	255,127	(35,000)	220,127
001	0023	53100	Prof svcs	105,000	9,000	114,000
001	0059	53100	Prof svcs	30,000	(9,000)	21,000
001	0400	54500	Insurance	5,000	5,000	10,000
001	0075	58100	Medicaid	719,247	(8,000)	711,247
001	0073	54500	Insurance	-	3,000	3,000
001	0058	54900	Other current charges	-	25,000	25,000
001	0031	54300	Utilities	255,127	(25,000)	230,127
<b>#2 Subtotal</b>				<b>1,876,319</b>	<b>-</b>	<b>1,876,319</b>

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

**Notes**

FY13 close out

Approved By:  
 Budget Office \_\_\_\_\_ *RP*  
 County Admin. \_\_\_\_\_ *TRP*

Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_

**Gadsden County BOCC Budget Amendment Form**

Date: 9/25/2013  
 Fiscal Year: FY 2013  
 Department: Fund 301  
 Agenda Item: To correct a coding error

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

Revenue						
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
301		381-1040	Transfer from fund 130	400,000	(400,000)	
301		389-9001	Transfer from balance forward	-	400,000	400,000
<b>#1 Subtotal</b>						

Expenditure						
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
<b>#2 Subtotal</b>						

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

Notes

To correct a coding error.

Approved By:                       
 Budget Office:                       
 County Admin:                     

Posting  
 Finance Director:                       
 Date:

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 114 Judicial fund  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
<b>#1 Subtotal</b>				-	-	

				Expenditure		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
114	1491	54500	Insurance	-	1,000	1,000
114	1494	55400	Books, Publ. memb	4,000	(2,000)	2,000
114	1496	54000	Travel	17,250	1,000	18,250
114	1498	56400	Machinery & Equipment	7,000	3,000	10,000
114	1499	56400	Machinery & Equipment	10,000	(3,000)	7,000
<b>#2 Subtotal</b>				38,250	-	38,250

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

**Notes**

FY13 close out

Approved By:                       
 Budget Office                       
 County Admin.                     

Posting  
 Finance Director                       
 Date

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 112 Public Works  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
<b>#1 Subtotal</b>				-	-	

				Expenditure		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
112	0112	56300	Improv other than bldg	(161,982)	200,000	38,018
112	0126	56400	Machinery & Equipment	666,262	(200,000)	466,262

<b>#2 Subtotal</b>	<b>504,280</b>	-	<b>504,280</b>
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<b>#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)</b>	-
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Notes

FY13 close out

Approved By:  
 Budget Office  
 County Admin.

RP

Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 135 Supervisor of Elections  
 Agenda Item: FY113 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
<b>#1 Subtotal</b>				-	-	

				Expenditure		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
135	0135	51200	Regular salaries	127,649	4,400	132,049
135	0137	51300	Other salaries	35,000	(2,900)	32,100
135	0138	53100	Professional Services	3,327	(1,500)	1,827

<b>#2 Subtotal</b>	<b>165,976</b>	<b>-</b>	<b>165,976</b>
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<b>#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)</b>	<b>-</b>
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**Notes**

FY13 close out

Approved By:  
 Budget Office  
 County Admin.

                      
*gp*  
                      
*RD*  
                    

**Posting**  
 Finance Director                       
 Date

Gadsden County BOCC Budget Amendment Form

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 115 Fines & Forfeiture  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
#1 Subtotal				-	-	

				Expenditure		
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
115	0115	54500	Insurance	20,000	1,200	21,200
115	0115	54900	Other current	-	4,200	4,200
115	0116	54500	Insurance	15,000	(5,400)	9,600
#2 Subtotal				35,000	-	35,000

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)					-	
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Notes  
 FY13 close out

Approved By:  
 Budget Office     JP      
 County Admin.     RV    

Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 118 Library  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

Revenue							
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.	
#1 Subtotal				-	-		

Expenditure							
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.	
118	1218	51200	Reg Salaries	275,636	14,725	290,361	
118	1221	54600	R & M	7,000	(6,000)	1,000	
118	1222	51200	Reg Salaries	62,935	(5,000)	57,935	
118	1222	55200	Op Supply	1,000	(1,000)		
118	1223	51200	Reg Salaries	60,768	(1,725)	59,043	
118	1223	55200	Op Supply	1,000	(1,000)		

#2 Subtotal				408,339	-	408,339	
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#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)					-		
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Notes

FY13 close out

Approved By:  
 Budget Office  
 County Admin.

*JP*  
 \_\_\_\_\_  
*RD*  
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Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_



**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 142 EMS  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
142		3811000	Transfer from General Fund	324,788	45,000	369,788
<b>#1 Subtotal</b>				<b>324,788.00</b>	<b>45,000.00</b>	<b>369,788.00</b>

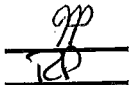
				Expenditure		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
142	0144	51200	Regular Salaries	474,239	45,000	519,239
<b>#2 Subtotal</b>				<b>474,239</b>	<b>45,000</b>	<b>519,239</b>

**#3 Balancing (Subtotal line #1 Less Subtotal line 2)**

**Notes**

FY13 close out - to transfer funds to cover EMS costs.

Approved By:  
 Budget Office  
 County Admin.



Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_



**Gadsden County BOCC Budget Amendment Form**

Date: 11/19/2013  
 Fiscal Year: FY2013  
 Fund: Prop App Fund - 128  
 Agenda Item: To reallocate Prop App to tie to DOR budget

Intra-departmental   
 BOCC Motion   
 BOCC Resolution   
 BOCC Public Hearing

				Revenue		
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
128	0004	381-1000	Transfer from General Fund	728,658	721	729,379
<b>#1</b>	<b>Subtotal</b>			<b>728,658.00</b>	<b>721.00</b>	<b>729,379.00</b>

				Expenditure		
Dept.	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
Prop App	0004	51100	Executive Salaries	103,933	584	104,517
Prop App	0004	51200	Regular Salaries	319,635	2,000	321,635
Prop App	0004	52100	FICA Taxes	32,403	198	32,601
Prop App	0004	52200	Retirement	35,559	382	35,941
Prop App	0004	52300	Health Insurance	62,676	(2,443)	60,233
Prop App	0004	52310	Life Insurance	308	-	308
Prop App	0004	52400	Workers Comp	3,000	-	3,000
Prop App	0004	53100	Professional Svcs	19,657	(1,907)	17,750
Prop App	0004	53400	Other Contractual	-	12,050	12,050
Prop App	0004	54000	Travel	8,855	(5,400)	3,455
Prop App	0004	54100	Communication Svcs	11,173	(500)	10,673
Prop App	0004	54130	Postage	7,920	(3,100)	4,820
Prop App	0004	54400	Rental & Leases	57,825	(9,929)	47,896
Prop App	0004	54452	Rental & Leases - vehicles	-	5,639	5,639
Prop App	0004	54454	Rental & Leases	-	3,270	3,270
Prop App	0004	54500	Insurance	1,533	(300)	1,233
Prop App	0004	54600	R & M	27,601	(6,923)	20,678
Prop App	0004	54652	R & M - vehicles	-	2,425	2,425
Prop App	0004	54654	R & M - other	-	100	100
Prop App	0004	54900	Other current charges	3,500	(3,100)	400
Prop App	0004	55100	Office Supplies	5,000	3,448	8,448
Prop App	0004	55200	Operating Supplies	8,000	(4,100)	3,900
Prop App	0004	55210	Gas & oil	-	-	-
Prop App	0004	55400	Books/member.	10,080	(4,080)	6,000
Prop App	0004	55401	Training & Education	-	2,580	2,580
Prop App	0004	56400	Equipment	-	9,827	9,827
<b>#2</b>	<b>Subtotal</b>			<b>718,658</b>	<b>721</b>	<b>719,379</b>
<b>#3</b>	<b>Balancing (Subtotal Line #1 Less Subtotal Line 2)</b>					

Notes

To reallocate Prop App to tie to DOR budget .

Approved By:  
 Budget Office  
 County Admin.

JP  
128

Posting  
 Finance Director

**Gadsden County BOCC Budget Amendment Form**

Date: 11/19/2013  
 Fiscal Year: FY2013  
 Fund: General 001  
 Agenda Item: To fund Prop. App. FY13 DOR Increase

Intra-departmental   
 BOCC Motion   
 BOCC Resolution   
 BOCC Public Hearing

Revenue							
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.	
001		389-9001	Balance Forward	0	721.00	721.00	
#1	Subtotal			0	721.00	721.00	

Expenditure							
Dept.	Division	Div. #	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
001		9001	59114	Transfer to Property App.	0	721.00	721.00
#2	Subtotal				0	721.00	721.00

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

Notes  
 To appropriate funds from General fund balance to increase FY13 budget per DOR adjustment

Approved By:  
 Budget Office   
 County Administrator

Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 005 Courthouse  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
<b>#1 Subtotal</b>				-	-	

				Expenditure		
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
005	0525	53400	Other contractual	30,000	13,000	43,000
005	0521	56400	M & E	50,000	(13,000)	37,000

<b>#2 Subtotal</b>	80,000	-	80,000
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<b>#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)</b>	-
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Notes

FY13 close out

Approved By:  
 Budget Office \_\_\_\_\_  
 County Admin. \_\_\_\_\_

Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_

**Gadsden County BOCC Budget Amendment Form**

Date: 11/19/2013  
Fiscal Year: FY 2013  
Department: Fund 123  
Agenda Item: Approved, Amended and Carry Forward Budget Amendments

Intra-departmental  
BOCC Motion  
BOCC Resolution  
BOCC Public Hearing

				Revenue		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
123		3341010	Poll Worker Recruitment	0	1,235.31	1,235.31

<b>#1 Subtotal</b>				<b>0</b>	<b>1,235.31</b>	<b>1,235.31</b>
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				Expenditure		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
123	1023	55401	Training and Education	-	1,235.31	1,235.31

<b>#2 Subtotal</b>				<b>0</b>	<b>1,235.31</b>	<b>1,235.31</b>
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<b>#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)</b>					<b>0.00</b>	
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**Notes**

FY 2013 Grant-Poll Worker Recruitment Carry Forward Budget Amendment .

**Approved By:**

Budget Office

County Administrator

          *OP*            
          *RD*          

**Posting**

Finance Director

Date



**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 366 Capital Projects LAPA  
 Agenda Item: FY13 close out

Infra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue			
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>	
366		3317011	LAPA Contract R/R Depot	504322.83	26,188.83	530,511.66	
<b>#1 Subtotal</b>				<b>504,322.83</b>	<b>26,188.83</b>	<b>530,511.66</b>	

				Expenditure			
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>	
366	620028	56300	Improv other than Bkdg	504,322.83	26,188.83	530,511.66	
<b>#2 Subtotal</b>				<b>504,322.83</b>	<b>26,188.83</b>	<b>530,511.66</b>	

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

**Notes**

FY13 grant close out

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

**Posting**  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_



**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 313 PW Capital Projects  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
313		389-9001	Balance forward	-	65,569.53	65,569.53
<b>#1 Subtotal</b>				-	<b>65,569.53</b>	<b>65,569.53</b>

				Expenditure		
<u>Fund</u>	<u>Dept.</u>	<u>Account</u>	<u>Account Description</u>	<u>Beginning Bud.</u>	<u>+/- \$</u>	<u>Ending Bud.</u>
313	620044	56300	Improv other than Bkdg	-	65,569.53	65,569.53


<b>#2 Subtotal</b>	-	<b>65,569.53</b>	<b>65,569.53</b>
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<b>#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)</b>	-		
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Notes

FY13 close out

Approved By:  
 Budget Office  
 County Admin.



Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 150 Emerg Mgnt Grant  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

				Revenue		
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
150		3811000	Transfer general fund	-	13,320.00	13,320.00
<b>#1 Subtotal</b>				-	13,320.00	13,320.00

				Expenditure		
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
150	1120	59173	Transfer to match grant	-	13,320.00	13,320.00
<b>#2 Subtotal</b>				-	13,320.00	13,320.00

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

**Notes**

FY13 close out

Approved By:  
 Budget Office     PP      
 County Admin.     KP    

Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 203 Debt Service Hospital  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

Revenue							
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.	
203		3830001	Other Funding Sources	0	9,138,713.90	9,138,713.90	
<b>#1 Subtotal</b>				-	<b>9,138,713.90</b>	<b>9,138,713.90</b>	

Expenditure							
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.	
203	2203	57100	Debt Service Principal	337,547.00	9,138,713.90	9,476,260.90	
<b>#2 Subtotal</b>				<b>337,547.00</b>	<b>9,138,713.90</b>	<b>9,476,260.90</b>	

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

**Notes**  
 FY13 close out

Approved By:  
 Budget Office                       
 County Admin.                     

Posting  
 Finance Director                       
 Date

**Gadsden County BOCC Budget Amendment Form**

Date: 11/1/2013  
 Fiscal Year: FY 2013  
 Department: 212 Debt Service PW  
 Agenda Item: FY13 close out

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

Revenue						
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
212		3830001	Other Funding Sources	0	3,850,627.00	3,850,627.00
<b>#1 Subtotal</b>				-	<b>3,850,627.00</b>	<b>3,850,627.00</b>

Expenditure						
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
212	2212	57100	Debt Service Principal	580,000.00	3,850,627.00	4,430,627.00
<b>#2 Subtotal</b>				<b>580,000.00</b>	<b>3,850,627.00</b>	<b>4,430,627.00</b>

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

**Notes**

FY13 close out

Approved By:  
 Budget Office           PP            
 County Admin.           PL          

Posting  
 Finance Director \_\_\_\_\_  
 Date \_\_\_\_\_

**Board of County Commissioners  
Agenda Request**

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 6, 2013

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

**From:** Robert M. Presnell, County Administrator  
Arthur L. Lawson, Sr., Assistant County Administrator  
Martha D. Chancey, Probation Division Manager

**Subject:** Approval of Request For Information System Contract

---

**Statement of Issue:**

This agenda item seeks Board approval of the Information System Contract for Gadsden County Probation Division to purchase software from Creative Data Solutions, Inc. (CDS).

**Background:**

During the FY-2014 budget process, the County Administrator conducted a program review of the Probation Division. One of the items found to need improvement during this review was the upgrade in technology. The decision was made and funds were included in the FY-2014 budget for the necessary software to be purchased.

**Analysis:**

CDS offered the best price and will create a web based information system tailored to the needs of the Gadsden County Probation Division. This system is needed to assist with staff work flow, monitoring probationers, tracking payments, issuing violations of probation and many other functions of the Gadsden County Probation Division.

**Fiscal Impact:**

This item involves a cost of \$18,500 to be paid in 2 installments of \$9,250 with the initial project payment due upon contract signing and the final payment due *3/31/2014*. The Annual Maintenance cost will be \$2,400 billed annually beginning *11/30/2014*.

**Options:**

1. Approve the contract with CDS and authorize the Chairperson to execute the contract.
2. Do not approve the contract with CDS.
3. Board direction.

**County Administrator Recommendation:**

Option 1

**Attachments:**

Information System Contract

## **INFORMATION SYSTEM CONTRACT**

This INFORMATION SYSTEM CONTRACT, (hereinafter the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date") by and between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Customer"), whose mailing address is 9-B East Jefferson Street, P.O. Box 1799, Quincy, FL 32353-1799 and Creative Data Solutions, Inc., a corporation organized under the laws of the State of Florida (hereinafter referred to as "CDS") whose mailing address is 111 N. Oak Ave., Sanford, FL 32771. The Customer agrees to purchase, and CDS agrees to license and/or sell and furnish, the following described goods and services (hereinafter collectively referred to as "the System") in accordance with the terms and conditions set forth herein and in Exhibits A-D attached hereto and made a part hereof for all purposes. This Agreement may refer to CDS and the Customer together, as the "parties", or may refer to CDS or the Customer individually as a "party" to the Agreement.

Composition of Agreement. This Agreement is composed of the general terms and conditions contained in the following sections, together with the listed Exhibits.

General Contract Provisions	Sections 1 - 6
System Delivery	Sections 7 - 10

Exhibit A     Scope of Work and Pricing Summary

Exhibit B     Payment Schedule

Exhibit C     CDS Application Software Licensing Agreement

Exhibit D     CDS Application Software Support and Maintenance Agreement

## TERMS AND CONDITIONS

### GENERAL CONTRACT PROVISIONS

1. **Term of Agreement.** This Agreement shall be effective for a term of one year commencing on the Effective Date. CDS shall deliver the completed System no more than 4 months after the Effective Date, but the Agreement shall be effective for the remainder of the term in order for CDS to perform its Warranty and Annual Maintenance and Support obligations as provided herein.

2. **Liquidated Damages.** This Agreement shall not include a liquidated damages provision.

3. **Assignment.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

4. **Confidential Information.** It is expressly understood between the parties that all products written and oral resulting from the work performed by CDS including, but not limited to any and all studies, analyses, written materials or documentation, the system configuration and unit pricing, etc., constitute proprietary information the nature of which is a trade secret, and that disclosure of this information may place CDS at a competitive disadvantage. Therefore, confidential information includes: (1) all written and oral material presented to the Customer or its agents during the term of this agreement; and (2) all APPLICATION SOFTWARE Programs and related documentation (collectively, "Confidential Information"). CDS acknowledges and understands that the Customer is a political subdivision of the State of Florida and is therefor subject to public records and other laws by virtue of its status. To the extent that it is not inconsistent with law, the Customer and its agents agree to treat Confidential Information as confidential and shall not disclose Confidential Information to any person outside their respective organization unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. CDS shall be given the ability to defend the confidentiality of such information to the maximum extent allowable under the law prior to disclosure by the other party of such information. The parties' obligations under this Section shall survive the termination or expiration of this Agreement.

5. **Warranties.**

**CDS APPLICATION SOFTWARE Warranty.** CDS warrants that each CDS APPLICATION SOFTWARE MODULE will perform free of software defects that would prevent the System from operating in the manner described in the CDS User Documentation for the version of the software installed. This Warranty shall commence upon completion of installation and demonstrable operation of each APPLICATION SOFTWARE MODULE and shall continue for a period of ninety (90)



**days after final acceptance of the System, after which time CDS shall ensure proper operation of the System pursuant to the Annual Maintenance and Support obligations provided herein.**

THE CUSTOMER UNDERSTANDS AND AGREES THAT EXCEPT FOR THE FOREGOING WARRANTY, NO OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE SYSTEM. ALL SUCH IMPLIED WARRANTIES ARE HEREBY AND EXPRESSLY DISCLAIMED. CDS's sole obligation for breach of the foregoing warranties shall be limited to repairing and/or replacing, at its option, the System or any of its hardware or software components at its own expense, which shall be the Customer's sole and exclusive remedy. The repair or replacement of any defective equipment under this warranty is conditioned upon the System not having been altered or repaired by any individual other than CDS employees or agents, and CDS shall not be responsible for any defects resulting from the mishandling, abuse, misuse, improper storage or improper operation, including use in conjunction with equipment which is electrically or mechanically incompatible with or of inferior quality to the System, as well as failure to maintain the environmental conditions specified by the manufacturer of the System.

6. Indemnification. CDS shall indemnify and hold harmless the Customer, its officers, employees, attorneys and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to an injury or damage allegedly occurring to any person or property which was caused by CDS or its employees, officers or agents, including subcontractors, during the performance of this Agreement.

## SYSTEM DELIVERY

7. Customer's Responsibilities. The Customer shall provide access to facilities for installation of the System, and agrees to appoint a Project Manager who shall be responsible for review, analysis and acceptance of CDS's performance and the coordination of Customer personnel, equipment, vehicles and facilities. This Project Manager shall be empowered to make decisions with the authority to bind the Customer with respect to the work being performed under this Agreement. The Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution. In addition to the above-mentioned Project Manager, the Customer shall assign one Applications Manager for each major APPLICATION SOFTWARE MODULE provided under this Agreement. The Project Manager and each of the Applications Managers (for their specific module) will:

a. Have responsibility for managing the installation of the System on behalf of the Customer, learning and using the System;

b. Provide day-to-day information and data concerning the Customer's operations and activities. If Customer's response is inadequate or the request is major in scope, then CDS shall make a written request specifying the desired response time, and the Customer Project Manager shall provide written response within that time, if reasonable, or specify when such response shall be forthcoming;

c. Advise CDS of any changes in the Customer's requirements;

d. Provide access to the Customer's staff to answer questions;

e. Provide personnel for file editing, table building, obtaining source documents and other necessary tasks in a timely manner, and for maintaining Customer-owned equipment;

f. Provide and make available all necessary computer time and supplies required for System operation and maintenance;

g. Perform backup functions on an ongoing basis as specified in System Documentation;

h. Maintain proper system administration procedures to maximize system performance and to preserve the APPLICATION SOFTWARE operating environment as defined in the System Manager's Guide. CDS will not be responsible for decreases in response time due to improper systems administration, the addition of applications from another software supplier or changes in the hardware or operating system configuration. Additional items that may impact system performance include, but are not limited to: adding additional users to the system without the express written permission of CDS, utilization of improper backup and/or archiving procedures, future non-CDS product upgrades, improper disk management utilization, improper resource utilization and balance of load between peripherals and drives, corruption of data and system integrity, lack of internal procedures and controls to maximize system response times, etc.

i. Be responsible for the following site preparation: requirements for space, air conditioning, electrical power, telephone lines, cabling, console mounting of terminals, and other equipment installation. The Customer shall also be responsible for providing CDS personnel with adequate work space including desks, chairs, telephones, and other related facilities as may be reasonably required by CDS to carry out its obligations under this Agreement.

Customer recognizes that performance of Customer's responsibilities under Section 7 is crucial to the successful implementation of the System. Inability to complete/perform those functions will negatively impact timelines for implementation and various terms and conditions of this contract for which CDS shall not be held responsible.

8. CDS Responsibilities. These responsibilities include, but are not limited to:

a. Appoint Project Manager. CDS will appoint a Project Manager that will have the authority to make significant decisions relevant to the project and have direct access to CDS's management for resolving problems beyond the Project Manager's immediate authority. At all times during the Agreement, the Project Manager shall be reasonably accessible to the Customer.

b. Software Implementation. CDS software will be installed pursuant to the terms and conditions of this Agreement.

c. Training Services. Upon Customer's request, CDS will provide training services on CDS software applications supplied under this Agreement.

9. Data Conversion. See Exhibit A.

10. Entire Agreement. This Agreement and all Exhibits and documents incorporated herein by reference, specifically including the RFP, CDS's Proposal, and amendments thereto, constitute the entire agreement, understanding and representations between CDS and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and CDS, and incorporated as an Addendum hereto.

11. Subject to Funding. This Agreement is subject to the amounts budgeted by the Customer as amounts available for expenditure for the continued performance of this Agreement, and the Customer shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the Customer 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 Customer's disbursement of funds which were not available for disbursement shall not constitute a waiver of the Customer's rights hereunder and shall not make the Customer liable for any further payment.

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

IN WITNESS WHEREOF, Customer and CDS have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Gadsden County, Florida,  
a political subdivision of the State of Florida

Creative Data Solutions, Inc.

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

By:   
(Authorized Signature)

Name: Douglas Croley

Name: Lisa L. Morris

Title: Chairperson, Gadsden County Board  
of County Commissioners

Title: President

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

Date: 11/5/2013

**EXHIBIT A**  
**SCOPE OF WORK**

<b>Description</b>	<b>No. of Units</b>	<b>Price per Unit</b>	<b>Cost</b>
<p>License for Web Based CourtScribe Probation Module to include necessary customization and conversion of the data captured in the existing database where applicable. First year annual maintenance is included.</p> <p>CourtScribe Probation Module will share the Gadsden County Clerk's Office data where appropriate* and be augmented by the unique data fields necessary to provide monitoring of conditions, completions and other probation issues.</p> <p>Module will provide pre-defined as well as ad-hoc report creation, printing, scanning and imaging.</p> <p>*Sharing of and access to the Clerk's System data will be read only. All data fields that require entry / edit will be maintained in a unique Probation Module Database.</p>			
<b>Total Cost</b>			<b>\$18,500.00</b>

## EXHIBIT B

### PAYMENT SCHEDULE

In consideration of granting a license to use APPLICATION SOFTWARE, CDS shall invoice Customer and Customer shall pay within thirty (30) days of receipt of invoice as follows:

Payment Schedule	Approx. Date	Amount Due
Initial Project Payment upon Contract Signing	Effective Date	\$ 9,250.00
Final Conversion	03/31/2014	\$ 9,250.00

\*\*Annual Maintenance of the System for the initial one year term of the Agreement commencing on the Effective Date shall be included in the Total Cost set forth above and in Exhibit A. CDS shall be responsible for all costs associated with the implementation and delivery of the System, including, but not limited to, all service calls, site visits, and travel expenses, from the Effective Date through ninety (90) days after final acceptance of the System. Customer shall not be responsible for and shall not reimburse CDS for any such costs or expenses. Thereafter, Annual Maintenance will be \$2,400.00 per year billed annually beginning 11/30/2014, and shall be subject to funding by the Customer as provided in the Terms and Conditions of the Information System Contract. Annual Maintenance will include unlimited telephone support of the software as outlined in Exhibit D.

During the initial requirements gathering meeting a complete list of reports and forms to be included in the initial software delivery will be created as a result of the collaboration between Gadsden County Probation and CDS. Any additional reports or forms requirements beyond those that are included in the initial software delivery would be quoted and billed at discounted hourly rate. The current discounted hourly rate for existing customers is \$140.00 per hour. The rate is reviewed annually and is subject to change.

## EXHIBIT C

### CDS APPLICATION SOFTWARE LICENSE AGREEMENT

CONFIDENTIAL

TRADE SECRET INFORMATION: NOT FOR PUBLIC DISCLOSURE

This SOFTWARE LICENSE AGREEMENT is an addendum to the INFORMATION SYSTEM CONTRACT between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Customer"), whose mailing address is 9-B East Jefferson Street, P.O. Box 1799, Quincy, FL 32353-1799 and Creative Data Solutions, Inc., a corporation organized under the laws of the State of Florida (hereinafter referred to as "CDS"), whose mailing address is 111 N. Oak Ave., Sanford, FL 32771.

THIS AGREEMENT WITNESSES that in consideration of the licensing fee to be paid by the Customer to CDS and other good and valuable consideration now paid by the Customer to CDS, the receipt and sufficiency of which is acknowledged by CDS, the parties agree as follows:

1. Definitions. As used in this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out below:

- a. AGREEMENT means this Agreement and any schedules attached to it;
- b. INFORMATION SYSTEM CONTRACT means the basic contract under which the Customer purchased CDS products and services, including use of the CDS Application Software.
- c. SOFTWARE means object and/or source code software listed in the Information System Contract and any supplements to such software and other standard object and/or source code software, documentation and materials provided by CDS to the Customer in connection with such software.

2. License to Use Software. CDS hereby grants to the Customer, and the Customer hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, twenty (20) year license to use CDS's APPLICATION SOFTWARE.

3. Patents. CDS warrants that the System does not infringe upon any United States patent, copyright, or trademark rights of any third party. If notified promptly in writing of any action brought against Customer alleging that Customer's use of the System infringes upon a United States patent or copyright, CDS will defend such action at its expense and will pay the costs and damages awarded against Customer in such action, provided that CDS shall have sole control of the defense of any such action, and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against Customer's use of the System or the System is likely to become the subject of a claim or infringement, CDS will, at its option and at its expense, either (a) procure for Customer the

right to continue using the System, (b) replace or modify the same so that it becomes non-infringing, or (c) grant the Customer a credit for such System as depreciated and accept its return. The foregoing shall be the entire liability of CDS with respect to alleged infringement of patents and copyrights by the System or any part thereof.

4. Title to Software. The original and any copies of the APPLICATION SOFTWARE, in whole or in part, including any subsequent improvements or updates, shall remain the property of CDS or third party vendor which owns the APPLICATION SOFTWARE provided under this Agreement.

5. System Use. The Customer further agrees that it will (a) cause the APPLICATION SOFTWARE to be used or operated in accordance with the CDS supplied documentation and users manual; and (b) restrict the number of concurrent users of the APPLICATION SOFTWARE to the licensed number of users described in the Information System Contract.

6. Title and Security. Title to the original of any item of Software delivered under this Agreement and any copies made by the Customer in whole or in part is and shall at all times remain with CDS. However, risk of loss shall pass to the Customer when the Software has been installed. The Customer acknowledges that the Software contains valuable information and trade secrets proprietary to CDS and that unauthorized dissemination of the Software (including without limitation disassembly or reverse engineering) could cause irreparable harm to CDS. "). CDS acknowledges and understands that the Customer is a political subdivision of the State of Florida and is therefor subject to public records and other laws by virtue of its status. To the extent that it is not inconsistent with law, Customer agrees not to disclose, transfer, provide, or otherwise make available in any form the Software, the information contained in it, or any portion of it to any person other than the Customer's employees, without the prior written consent of CDS. The Customer will use the Software, the information contained in it, or any portion of it, only as permitted in this Agreement. Customer will take appropriate action, by instruction, agreement or otherwise, with respect to any persons permitted access to the Software, so as to enable the Customer to hold the Software in confidence and otherwise to satisfy the obligations of the Customer under this Agreement.

7. Copies. The Customer shall not make copies of the Software except back-up copies which are necessary for the Customer's internal data processing needs, for use only on the Computer Equipment. All copies of the Software made by the Customer, including translations, compilations, partial copies within modifications and updated works, and all rights in patents, copyrights, trade secrets, and other intellectual property rights in the Software, are the property of CDS or its suppliers, and no title to the Software is transferred to the Customer. The Customer will reproduce and include all copyright and trademark notices and other propriety legends, on any such copies. The Customer acknowledges and agrees that the existence of any copyright notice on any item of Software shall not be construed as an admission or presumption that publication of such item of Software has occurred. The terms of this section shall survive the termination of this Agreement.

8. System Support. CDS shall not be responsible for support or field service of Software under this Agreement. Any provision of such maintenance by CDS shall be pursuant to EXHIBIT D.



9. Patent and Copyright Indemnity. CDS agrees to defend, at its expense, any suits against the Customer based upon a claim that any item of Software furnished under this Agreement directly infringes a patent or copyright and to pay costs and damages finally awarded in any such suit, provided that CDS is notified promptly in writing of the suit and at CDS's request and at its expense is given control of the suit and all requested assistance for defense of the suit. This indemnity does not extend to any suit based upon any infringement or alleged infringement of copyright by the combination of any item of Software furnished by CDS and any product(s) of the Customer's design or formula nor does it extend to any product(s) solely of the Customer's design or formula. The foregoing states the entire liability of CDS for patent or copyright infringement related to the Software.

10. General. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Customer is located. No representation or promise relating to and no amendment of the Agreement shall be binding unless it is in writing and signed by both parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer. CDS shall not be liable for any failure to perform due to causes beyond its reasonable control. No waiver by a party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of that or any other provision of this Agreement. In the event that any of the provisions contained in this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Gadsden County, Florida,  
a political subdivision of the State of Florida

Creative Data Solutions, Inc.

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

By:   
(Authorized Signature)

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

Name: Lisa L. Morris

Title: Chairperson, Gadsden County Board  
of County Commissioners

Title: President

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

Date: 11/5/2013

## EXHIBIT D

### CDS SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

This SUPPORT AND MAINTENANCE AGREEMENT is an addendum to the INFORMATION SYSTEM CONTRACT between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Customer"), whose mailing address is 9-B East Jefferson Street, P.O. Box 1799, Quincy, FL 32353-1799 and Creative Solutions, Inc., a corporation organized under the laws of the State of Florida (hereinafter referred to as "CDS"), whose mailing address is 111 N. Oak Ave., Sanford, FL 32771.

1. Service. CDS will provide technical support by telephone from 8:30 AM to 5:00 PM EST, M-F excluding bank holidays, to include analysis and correction of program malfunctions, data file recovery, system administration support, implementation, consultation, user training, modifications and development of additional software.

2. Customer Equipment. CUSTOMER shall maintain a connection attached to computer and CUSTOMER shall designate a primary contact individual who shall have authority to act on behalf on CUSTOMER.

3. Expenses. CDS shall be responsible for all costs associated with the implementation and delivery of the System, including, but not limited to, all service calls, site visits, and travel expenses, from the Effective Date through ninety (90) days after final acceptance of the System. CUSTOMER shall not be responsible for and shall not reimburse CDS for any such costs or expenses. Thereafter, CDS does not anticipate that any travel will be necessary as long as CDS is permitted remote access to the System for application support. In the event that CUSTOMER requests necessary travel, all necessary travel expenses incurred by CDS shall be reimbursed by the CUSTOMER. Such expenses shall be limited to fuel mileage reimbursement at the rate established by law, currently \$0.565 per mile; and, if necessary, the actual cost of meals, not to exceed \$15.00 per meal for a maximum of three meals, and lodging, not

to exceed \$100.00 per night for a maximum of one night. CDS shall at all times have the right to deduct any unpaid expenses from the credit for remaining CUSTOMER time or to suspend service pending payment in full.

4. Authorization. CUSTOMER hereby warrants it has obtained all necessary authorizations for CDS to perform its duties hereunder.

5. Limit of Liability. CDS's liability for damages for breach of this Support and Maintenance Agreement or negligence related to the performance of its obligations hereunder shall be limited to a refund of funds paid CDS by CUSTOMER. In the event of a dispute, the prevailing party shall be entitled to recover its attorney's fees.

6. Standard Terms Incorporated. The CUSTOMER acknowledges receipt of a copy of the CDS STANDARD TERMS AND CONDITIONS which are set forth in the Information System Contract and are hereby incorporated in this agreement in full.

7. Price; Term; Subject to Funding. Annual Maintenance for the System for the initial one year term of the Agreement commencing on the Effective Date shall be included in the Total Cost set forth in Exhibit A. CDS shall be responsible for all costs associated with the implementation and delivery of the System, including, but not limited to, all service calls, site visits, and travel expenses, from the Effective Date through ninety (90) days after final acceptance of the System. Customer shall not be responsible for and shall not reimburse CDS for any such costs or expenses. For the remaining nineteen (19) year term of the Software Licensing Agreement, Annual Maintenance will be \$2,400.00 per year billed annually beginning 11/30/2014, and shall be subject to funding by the Customer as provided in the Terms and Conditions of the Information System Contract.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Gadsden County, Florida,  
a political subdivision of the State of Florida

Creative Data Solutions, Inc.

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

By: Lisa L. Morris  
(Authorized Signature)

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

Name: Lisa L. Morris

Title: Chairperson, Gadsden County Board  
of County Commissioners

Title: President

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

Date: 11/5/2013

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

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 6, 2013

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

**From:** Robert Presnell, County Administrator  
Lee Garner, President Gadsden County Development Council, Inc.  
Henry G. Grant, Secretary, Gadsden County Development Council, Inc.

**Subject:** Economic Development Professional Services Contract

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### **Statement of Issue:**

This item seeks Board approval of the Economic Development Professional Services Contract between Gadsden County Development Council, Inc. (GCDC) and the Gadsden County Board of County Commissioners (BOCC).

### **Background:**

The GCDC was selected by the BOCC on October 1, 2013 to serve as the Economic Development Organization (EDO) for Gadsden County and manage the economic development activity for the County by promoting and recruiting commercial enterprises that offer quality jobs and encourage expansion and retention of existing businesses. GCDC will combine the services and efforts of private sector investors, local, state and federal resources to structure deals, which may include tax breaks, to support major plant/equipment renovations, construction, and site selection.

The purpose of this request is to specify by contract the services and deliverables that are to be provided to Gadsden County during the next twelve (12) months.

### **Analysis:**

The Gadsden County Development Council, Inc. (GCDC) will coordinate and implement a Comprehensive Economic Development Strategic Plan. The strategy is intended to be a road map for Gadsden County's future economic development efforts, provide an understanding of economic opportunities and challenges, describe where we are today, and where we need to be positioned to retain, expand and attract new businesses and economic growth. The objective of this strategy is to assist and guide Gadsden County's economic developers, to include updating the mission and vision statements for GCDC.

The GCDC will manage the economic development activity for the County by promoting and recruiting commercial enterprises that offer quality jobs and encourage expansion and retention of existing businesses. GCDC will combine the services and efforts of private sector investors, local, state and federal resources to structure deals, which may include tax breaks, to support major plant/equipment renovations, construction, and site selection. GCDC will always remain true to its purpose.

**Fiscal Impact:**

The Gadsden County Board of County Commissioners will commit to pay \$100,000.00 for the total cost of services provided for the year without any fringe benefits in relation to the services performed.

**Options:**

1. Approve the Economic Development Professional Services Contract with the Gadsden County Development Council, Inc. and authorize the Chair to execute the contract.
2. Do not approve the Economic Development Professional Services Contract
3. Provide other direction

**County Administrator's Recommendation:**

Option 1

**Attachment**

Economic Development Professional Services Contract

## PROFESSIONAL SERVICES CONTRACT

This Services Contract, dated \_\_\_\_\_, 2013, between the Gadsden County Board of County Commissioners (the COUNTY) and Gadsden County Development Council, Inc. (hereinafter "Contractor").

This Agreement defines the terms under which Contractor shall provide professional services to the COUNTY.

**1. SERVICES TO BE RENDERED AND RATES OF PAYMENT.** Contractor shall render the services described in Exhibit A and the COUNTY shall compensate Contractor for said services as described in Exhibit A, provided that specific deliverables set out by the County are accomplished and a proper invoice therefore shall be rendered and said services shall be performed to the satisfaction of the COUNTY. The COUNTY shall resolve all claims and disputes under this Services Contract.

A. Contractor will provide the following services:

(See Scope of Services - Exhibit A)

B. All services will be performed by Contractor to the satisfaction of the County or their assign, who will decide all questions, difficulties and disputes of any nature whatsoever, on behalf of the COUNTY that may arise under or by reason of the Agreement.

C. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

D. Written updates will be provided to County staff on a quarterly basis and presentations will be made before the Gadsden County Board of Commissioners when requested by the County Administrator or his assign/designee. Payment shall be due and made in accordance with the Local Government Prompt Payment Act.

**2. TERM.** This Services Contract shall commence on the date first set forth above and shall continue for a period of **one year**, terminating at the end thereof unless earlier terminated in accordance with the terms of this Services Contract. This agreement may be extended for an additional year but only by mutual agreement and written consent by both parties via a supplemental agreement setting forth specific new or additional deliverables for the next year.

**3. PRICE AND PAYMENT.** THE COUNTY agrees to pay Contractor \$100,000.00 for the total cost of services provided for the year. The compensation contract price indicated is inclusive of all expenses borne by the Contractor and therefore no expenses shall be reimbursed to the Contractor by The COUNTY for the duration of this agreement. This fee includes any and all reimbursement to Contractor for expenses related to service to THE COUNTY including, but not limited to, long distance telephone calls, faxes, document production, overnight delivery, in-town courier services, business meals, out-of-town travel, and in-town travel. The County will be billed semi-annually in the amount of \$50,000 with the first payment due upon execution of the contract.

**4. BENEFITS.** The COUNTY shall not provide the Contractor with any fringe benefits in relation to the services performed under this agreement.

### **5. INDEMNITY AND PAYMENT FOR CLAIMS**

A. INDEMNITY: The Contractor shall indemnify and hold harmless the COUNTY, its officers and employees, attorneys and agents from all liabilities, damages, losses and costs, including, but not

limited to, reasonable attorneys fees, to the extent caused by Contractor or his employees, officers or agents during the performance under this Services Contract, provided, however, that Contractor shall not be liable hereunder for the sole negligence of the COUNTY, its officers and employees, attorneys and agents.

It is specifically agreed between the parties executing this Services Contract that it is not intended by any of the provisions of any part of the Services Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Services Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

- B. PAYMENT FOR CLAIMS: Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with this Services Contract. Final acceptance and payment does not release the Contractor from its obligations hereunder until all such claims are paid or released.

**6. COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

Throughout the duration of this agreement, the Contractor will serve as an independent contractor of the COUNTY. As such, the Contractor will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

**7. SUBJECT TO FUNDING.** This Services Contract is entered into subject to annual appropriation by the Board of County Commissioners. The COUNTY shall not be liable hereunder for any amounts in excess thereof. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

**8. SUBCONTRACTORS.** The Contractor will maintain an adequate and competent professional staff so as to enable the Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the COUNTY, other than those costs negotiated within the limits and terms of this Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Contractor, however, will not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the Agreement without the written consent of the COUNTY.

The Contractor shall be held responsible for the negligence of its subcontractors. In the successful completion of this engagement, the Contractor may utilize subcontractors, but the Contractor shall remain completely responsible to the COUNTY for performance under this Agreement.

#### **9. TERMINATION AND DEFAULT**

- A. This Services Contract may be canceled by the COUNTY in whole or in part upon providing the Contractor 60 day notice of the cancellation. The COUNTY also reserves the right to seek termination or cancellation of this Agreement in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy. The COUNTY further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Services Contract may be canceled by the Contractor only by mutual consent of both parties.
- B. If the COUNTY determines that the performance of the Contractor is not satisfactory, the COUNTY shall notify the Contractor of the deficiency with a requirement that the deficiency be corrected within



60 days, otherwise the Agreement will be terminated at the end of such time.

- C. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work performed.

**10. CONFIDENTIAL INFORMATION.** The Contractor shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the COUNTY any trade secrets or confidential information as determined by the COUNTY in writing.

**11. COVENANTS.** The Contractor agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the COUNTY.

**12. BINDING EFFECT.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re-organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

**13. ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any work under this Services Contract without the prior written consent of the COUNTY.

**14. NOTICES.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

- (a.) If to Contractor addressed to:

Contractor name  
Attention: \_\_\_\_\_  
Address  
Address

- (b.) If to the COUNTY addressed to:

Gadsden County Administration  
Attention: Mr. Arthur Lawson, Sr.  
9-B East Jefferson Street  
Quincy, FL 32353

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

**15. LAW.** This Agreement shall be governed and construed in accordance with Florida law.

**16. VENUE.** Venue in any legal action related to this Contract shall be in Gadsden County.

**17. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Services Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**18. MISCELLANEOUS.** This Agreement:

- (a) The Contractor and the COUNTY agree that the Contractor, its employees, and subcontractors are not agents of the COUNTY as a result of this Services Contract for any purposes.
- (b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.
- (c) It is understood and agreed by the parties hereto that if any part, term or provision of this Services Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Services Contract did not contain the particular part, term or provision held to be invalid.
- (d) The Contractor and the COUNTY agree that the Contractor, its employees, and subcontractors are not agents of the COUNTY as a result of this Services Contract for any purposes.
- (e) Shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (f) May be amended, modified or supplemented only by a written instrument executed by all of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates shown below.

GADSDEN COUNTY BOARD OF COUNTY  
COMMISSIONERS

CONTRACTOR NAME

\_\_\_\_\_  
Chairperson

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

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

## EXHIBIT A

### SCOPE OF WORK

The Gadsden County Development Council, Inc. (GCDC) will coordinate and implement a Comprehensive Economic Development Strategic Plan. The strategy is intended to be a road map for Gadsden County's future economic development efforts, provide an understanding of economic opportunities and challenges, describe where we are today, and where we need to be positioned to retain, expand and attract new business and economic growth. The objective of this strategy is to assist and guide Gadsden County's economic developers, to include updating the mission and vision statements for the Gadsden County Development Council, Inc.

1. The GCDC will provide a countywide forum for planning, coordination and communications about pertinent programs, projects and issues and initiatives for economic development;
2. Implement the strategic plan designed to identify major community and economic development programs and projects, and initiatives, monitor their progress, and assist in their achievement;
3. Promote the development of resources needed for community and economic development;
4. Seek regional, national and statewide initiatives to promote the County's economic development initiatives;
5. Advocate a balance between community and economic development activities, recognizing that they go hand in hand in moving the County forward;
6. Manage the economic development activity for the county by promoting and recruiting commercial enterprises that offer quality jobs and encourage expansion and retention of existing businesses;
7. Combine the services and efforts of private sector investors, local, state and federal resources to structure deals, which may include tax breaks, to support major plant/equipment renovations, construction and site selection.
8. Assess Gadsden County's business climate resources, assets, strengths and weaknesses in the context of our ability to attract industries that are a good fit for the County, including the suitability and/or availability of properly zoned land and infrastructure.
9. Make recommendations as to what activities the County should initiate to retain, expand, and strengthen existing businesses.
10. Identify and develop clear and concise business development goals and plans to foster job retention and expansion.

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

**Date of Meeting:** November 19, 2013

**Date Submitted:** October 23, 2013

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

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

**Subject:** Accepting Existing Non-maintained Roads Into County Road System

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### **Statement of Issue:**

This agenda item seeks Board direction for accepting existing non-maintained roads into the County road system.

### **Background:**

The Gadsden County Board of County Commissioners expressed an interest in accepting existing non-maintained roads into being roads maintained by the Public Works Department. The majority of these existing non-maintained roads are unpaved at this time and do not have dedicated right of way. In order to accept these roads, there will need to be a methodology established in order to accept these roads into the county road system. There may be legal and statutory procedures that will need to be followed that are not discussed in the items presented.

### **Analysis:**

The analysis that is discussed below is an initial starting point for the acceptance of non-maintained roads:

- Identify roads for acceptance.
- Determine what right of way width will be required for roads to be accepted. Determine if sufficient right of way is available on each identified road for right of way dedication.
- Send notices to proposed land owners to see if they are willing to donate half of the determined right of way for road surface.
- What will be the procedure if all current existing property owners are not willing to donate half of the required right of way.

- Provide funding for survey work which will include: overall right of way determination, individual property owner surveys for right of way donation. Preparation of legal descriptions for the overall right of way and individual parcel right of way donation.
- Provide funding for preparation of quit claim deeds and recording of the overall right of way and individual right of way donations.
- Provide dedicated staff, equipment and materials for road building.
- Remove all trees and obstructions from new dedicated right of way.
- Move existing utility poles and underground wires if impacting road construction.
- Install drainage structures to provide for adequate storm water runoff.
- Install sand/clay or limerock base for road surface.

**Fiscal Impact:**

There will be a significant fiscal impact to the County for each road to be accepted into the county maintained road system. These costs will vary from road to road depending on numerous factors:

- The cost of initial surveying required for right of way dedication.
- The number of quit claim deeds required for preparation and recording.
- The cost to remove trees and other obstructions in the new right of way for installation of subgrade. Additional cost of materials and fuel associated with road building.
- The cost of drainage pipes and other infrastructure required for storm water runoff.
- Cost of permitting if required.

**Options:**

1. Provide Board direction.
2. Have staff select roads and proceed.
3. Investigate legal requirements necessary for implementation.

**County Administrator Recommendation:**

Option 1

**Attachments:**

List of non-maintained roads

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
ACADEMY DR	NOT MAINTAINED	0.50
ACYE LN	NOT MAINTAINED	0.20
ADOLPHUS DR	NOT MAINTAINED	0.00
ADOLPHUS BANKS RD	NOT MAINTAINED	0.20
AIRPORT DR	NOT MAINTAINED	1.40
ALBERT SHEPARD RD	NOT MAINTAINED	0.80
ALLEN RANCH LN	NOT MAINTAINED	0.30
AMBER LANE	NOT MAINTAINED	0.20
ANDREWS FAMILY LN	NOT MAINTAINED	0.20
ANGELIA LANE	NOT MAINTAINED	0.10
ANGLE ST	NOT MAINTAINED	0.10
ANITA RD	NOT MAINTAINED	0.30
ANNIE BROWN LN	NOT MAINTAINED	0.10
ANNS ALLEY	NOT MAINTAINED	0.20
ANTLER DR	NOT MAINTAINED	0.20
ANTLER CT	NOT MAINTAINED	0.20
ARMESTO RD	NOT MAINTAINED	0.40
ARMETA CT	NOT MAINTAINED	0.10
ASHLEY ST	NOT MAINTAINED	0.20
ASHTON CT	NOT MAINTAINED	0.80
ASPALAGA LANDING RD	NOT MAINTAINED	0.00
ASTOR CT	NOT MAINTAINED	0.10
AUDUBON DR	NOT MAINTAINED	0.30
AUSTIN RD	NOT MAINTAINED	0.10
AXIE SMITH RD	NOT MAINTAINED	0.20
B & M LANE	NOT MAINTAINED	0.20
BACK FORTY RD	NOT MAINTAINED	0.20
BACKLOOP RD	NOT MAINTAINED	3.20
BAILEY LOOP	NOT MAINTAINED	0.20
BARBARA GEORGE LN	NOT MAINTAINED	0.40
BARKER TR	NOT MAINTAINED	0.20
BARR RD	NOT MAINTAINED	0.60
BEAUFORD RD	NOT MAINTAINED	0.20
BEN BROWN LN	NOT MAINTAINED	0.00
BENNETT LN	NOT MAINTAINED	0.10
BERKINS LN	NOT MAINTAINED	0.10
BERNICE KEVER ROAD	NOT MAINTAINED	0.20
BERNICE COLLINS LN	NOT MAINTAINED	0.30
BERNICE HOUSE RD	NOT MAINTAINED	0.40
BERT RIDGE RD	NOT MAINTAINED	0.10
BERTELL FLETCHER ST	NOT MAINTAINED	0.20
BERTHA LN	NOT MAINTAINED	0.00
BETHLEHEM M.B.CH. RD	NOT MAINTAINED	0.20

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
BETTY BOO LN	NOT MAINTAINED	0.10
BETTY JEAN CT	NOT MAINTAINED	0.20
BEULAH ST	NOT MAINTAINED	0.30
BILLY HATCHER RD	NOT MAINTAINED	0.50
BLAKES RD	NOT MAINTAINED	0.30
BLIND BROOK RD	NOT MAINTAINED	0.30
BOBOLINK LN	NOT MAINTAINED	0.10
BOUTWELL RD	NOT MAINTAINED	0.20
BRADDY RD	NOT MAINTAINED	0.50
BRADFORD LN	NOT MAINTAINED	0.60
BRADWELL RD	NOT MAINTAINED	0.40
BRANCHRELLI LN	NOT MAINTAINED	0.20
BREEDEN RD***	NOT MAINTAINED - UNOPENED	0.00
BRINSON RD	NOT MAINTAINED - UNOPENED	0.00
BROCK CT***	NOT MAINTAINED - UNOPENED	0.00
BRUNER LN	NOT MAINTAINED	0.30
BRUNSON RD	NOT MAINTAINED	0.60
BRUNTON DR ***	NOT MAINTAINED - UNOPENED	0.00
BUCK WY	NOT MAINTAINED	0.20
BUCKSKIN CIRCLE	NOT MAINTAINED	0.30
BUDD RD ***	NOT MAINTAINED - UNOPENED	0.00
BUDD POND RD	NOT MAINTAINED	0.50
BUDDY LN	NOT MAINTAINED	0.30
BULLDOG RUN RD	NOT MAINTAINED	0.50
BURKE RD	NOT MAINTAINED	0.30
BURNS LN	NOT MAINTAINED	0.10
BUSHWHACKER TRACE***	NOT MAINTAINED - UNOPENED	0.00
BUTLER RIDGE RD	NOT MAINTAINED	0.30
C.W. WHITE RD	NOT MAINTAINED	0.40
CABLE RD	NOT MAINTAINED	0.60
CANNON QUARTERS RD	NOT MAINTAINED	0.20
CANOPY LN	NOT MAINTAINED	0.50
CANTEY RD	NOT MAINTAINED	0.30
CARDINAL LANE	NOT MAINTAINED	0.30
CAREY RD	NOT MAINTAINED	0.10
CARLENE LN	NOT MAINTAINED	0.50
CARLISLE DR	NOT MAINTAINED	0.50
CAROL HOPKINS LN	NOT MAINTAINED	0.10
CARPENTERS RD	NOT MAINTAINED	0.10
CASOWDUN RD	NOT MAINTAINED	0.60
CATTLE GAP RD	NOT MAINTAINED	1.30
CAYSON DR	NOT MAINTAINED	0.10
CEDAR CT	NOT MAINTAINED	0.10



<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
CHAMBLIS RD	NOT MAINTAINED	0.20
CHARITY DAVIS CIR	NOT MAINTAINED	0.20
CHARLES MURRAY LANE	NOT MAINTAINED	0.20
CHAR-LO LN	NOT MAINTAINED	0.30
CHARLOTTE LN	NOT MAINTAINED	0.10
CHINA HILL CHURCH RD	NOT MAINTAINED	0.10
CHINQUAPIN WAY	NOT MAINTAINED	0.40
CHRISTOPHER PLACE	NOT MAINTAINED	0.30
CHURCH POND RD	NOT MAINTAINED	0.00
CLARK RD	NOT MAINTAINED	1.20
CLAUDE WHIDDON DR	NOT MAINTAINED	0.30
CLAYTON CT	NOT MAINTAINED	0.20
CLEARWATER ST	NOT MAINTAINED	0.20
CLIFFORD JOHNSON LN	NOT MAINTAINED	0.10
CLINTON RD	NOT MAINTAINED	0.90
CLYDE BYRD LN	NOT MAINTAINED	0.20
COCA COLA AVENUE	NOT MAINTAINED	0.30
COLSTON CT	NOT MAINTAINED	0.10
COLUMBUS ST***	NOT MAINTAINED - UNOPENED	0.00
COOL SPRINGS LN	NOT MAINTAINED	0.20
COOLIDGE ST***	NOT MAINTAINED - UNOPENED	0.00
COUNTRY LN	NOT MAINTAINED	0.30
COVINGTON RD***	NOT MAINTAINED - UNOPENED	0.00
CRACKER BARRELL RD	NOT MAINTAINED	0.70
CRICKET LN	NOT MAINTAINED	0.20
CRIPPLE CREEK RD	NOT MAINTAINED	0.60
CROWDER RD	NOT MAINTAINED	1.00
CURTIS CIR	NOT MAINTAINED	0.20
DALTON LANE	NOT MAINTAINED	0.50
DANIEL PETERS RD	NOT MAINTAINED	0.10
DANLY LN	NOT MAINTAINED	0.20
DAVID ARMSTEAD RD	NOT MAINTAINED	0.10
DAVIS LN	NOT MAINTAINED	0.10
DAWKINS LOOP RD	NOT MAINTAINED	0.30
DEER CREEK RD	NOT MAINTAINED	0.60
DEER PASS	NOT MAINTAINED	0.30
DEER PASS EAST	NOT MAINTAINED	0.40
DEER RIDGE CIR	NOT MAINTAINED	0.50
DEER TRAIL	NOT MAINTAINED	0.50
DEER WAY	NOT MAINTAINED	0.20
DEERVIEW DR	NOT MAINTAINED	0.10
DEPOT RD	NOT MAINTAINED	0.60
DERBY LN***	NOT MAINTAINED - UNOPENED	0.00

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
DERICO RD	NOT MAINTAINED	0.20
DERING LN	NOT MAINTAINED	0.10
DIXON LN	NOT MAINTAINED	0.20
DOE BOTTOM RD***	NOT MAINTAINED - UNOPENED	0.50
DOERUN ROAD	NOT MAINTAINED	0.80
DOGWOOD TR	NOT MAINTAINED	0.60
DONALDSON LN	NOT MAINTAINED	0.20
DONS LN	NOT MAINTAINED	0.40
DORA & BUSTER LN	NOT MAINTAINED	0.20
DORSEY SMITH LN	NOT MAINTAINED	0.30
DRAKE RD***	NOT MAINTAINED - UNOPENED	0.00
DRITCHES HAYES-CLARY ST	NOT MAINTAINED	0.20
DUKES RD	NOT MAINTAINED	0.30
DUPONT LN	NOT MAINTAINED	0.20
DURAL WALSH LN	NOT MAINTAINED	0.10
DUSTY HUNTER LN	NOT MAINTAINED	0.50
DUTCH MASTER DR	NOT MAINTAINED	0.20
EAGLE CT	NOT MAINTAINED	0.10
EARL LN	NOT MAINTAINED	0.30
EARLINE HOBBS RD	NOT MAINTAINED	0.80
EAST DARSEY CROSSING	NOT MAINTAINED	0.40
EAST KELLY RD	NOT MAINTAINED	0.30
EAST RYAN RD	NOT MAINTAINED	0.30
ELLIS CIR	NOT MAINTAINED	0.30
EMPIRE MURRAY RD	NOT MAINTAINED	0.00
ENOCH ANTHONY DR	NOT MAINTAINED	0.20
ETHRIDGE PL	NOT MAINTAINED	0.10
EVENING BREEZE LN	NOT MAINTAINED	0.10
EVERLENA ANDREWS RD	NOT MAINTAINED	0.30
EXTENSION RD	NOT MAINTAINED	0.10
FAMILY DR	NOT MAINTAINED	0.50
FASON LN	NOT MAINTAINED	0.00
FELTON SMITH RD	NOT MAINTAINED	0.90
FIELDS RD	NOT MAINTAINED	0.50
FIRESIDE DR	NOT MAINTAINED	0.40
FITZSIMMONS ST	NOT MAINTAINED	0.30
FLOOD ALLEY	NOT MAINTAINED	0.20
FLOURNOY TR	NOT MAINTAINED	0.10
FORD DR	NOT MAINTAINED	0.30
FORDHOOK RD	NOT MAINTAINED	0.50
FOREST RD	NOT MAINTAINED	1.00
FRANK PHILLIPS RD	NOT MAINTAINED	0.10
FRANK SMITH RD	NOT MAINTAINED	0.30

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
FREDDIE BRYANT LN	NOT MAINTAINED	0.20
GAINEY RD	NOT MAINTAINED	0.30
GAMBLE LN	NOT MAINTAINED	0.20
GARCIA RD	NOT MAINTAINED	0.10
GARFIELD ST ***	NOT MAINTAINED - UNOPENED	0.00
GARLAND CT	NOT MAINTAINED	0.10
GARLAND RD	NOT MAINTAINED	0.40
GARRETT CT	NOT MAINTAINED	0.00
GASHOUSE LN***	NOT MAINTAINED - UNOPENED	0.00
GATOR CROSSING	NOT MAINTAINED	0.40
GENEVA CIR	NOT MAINTAINED	0.50
GEORGE MADRY CT	NOT MAINTAINED	1.00
GILCREASE LN	NOT MAINTAINED	0.50
GLOVER ATKINS CT	NOT MAINTAINED	0.20
GLOVER LANE	NOT MAINTAINED	0.50
GODWIN RD	NOT MAINTAINED	0.40
GOPHER ALLEY	NOT MAINTAINED	0.30
GOPHER GLEN***	NOT MAINTAINED - UNOPENED	0.20
GOULD RD	NOT MAINTAINED	0.80
GRANT RD	NOT MAINTAINED	0.20
GRASSY CT	NOT MAINTAINED	0.20
GRAY FARM RD	NOT MAINTAINED	0.70
GUS BERT FARM RD	NOT MAINTAINED	0.50
HAIRE RD***	NOT MAINTAINED - UNOPENED	0.00
HALL LN	NOT MAINTAINED	0.50
HARDING ST ***	NOT MAINTAINED - UNOPENED	0.00
HARMONY LN	NOT MAINTAINED	0.20
HARRISON WILLS RD	NOT MAINTAINED	0.20
HART RD	NOT MAINTAINED	0.20
HATCHER PITT RD***	NOT MAINTAINED - UNOPENED	0.00
HAV-A-TAMPA DR	NOT MAINTAINED	0.30
HAWK CT	NOT MAINTAINED	0.10
HAWK RIDGE DR	NOT MAINTAINED	0.40
HAWTHORN LN	NOT MAINTAINED	0.70
HEATHER LN	NOT MAINTAINED	0.50
HENRY DR	NOT MAINTAINED	0.20
HICKORY LN	NOT MAINTAINED	0.90
HIDDEN ACRES LN	NOT MAINTAINED	0.10
HIDDEN LAKE RD	NOT MAINTAINED	0.40
HIDDEN VALLEY TR	NOT MAINTAINED	0.70
HIDDEN VALLEY CT	NOT MAINTAINED	0.20
HILLTOP RD	NOT MAINTAINED	0.20
HINSON FARM RD***	NOT MAINTAINED - UNOPENED	0.00

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
HITSON LN	NOT MAINTAINED	0.50
HOLLY RIDGE RD	NOT MAINTAINED	0.10
HONEYSUCKLE DR	NOT MAINTAINED	0.50
HORSESHOE LN	NOT MAINTAINED	0.20
HUEY RENTZ CT	NOT MAINTAINED	0.40
HUNTER LN	NOT MAINTAINED	0.20
HURST FARM RD	NOT MAINTAINED	0.40
HUTLEY RD	NOT MAINTAINED	0.40
IAN LN	NOT MAINTAINED	0.40
IMPERIAL NURSERY RD	NOT MAINTAINED	0.00
INDIAN SPRINGS DR	NOT MAINTAINED	0.20
INDUSTRIAL PK DR	NOT MAINTAINED	0.40
IOLA DAVIS DR	NOT MAINTAINED	0.40
IRA BUNION RD	NOT MAINTAINED	0.10
IRA SMITH DR	NOT MAINTAINED	0.20
J R JOHNSON RD	NOT MAINTAINED	1.50
JAMES CIR	NOT MAINTAINED	0.30
JEAN CT	NOT MAINTAINED	0.20
JEFFREY ST	NOT MAINTAINED	2.30
JESSE DR	NOT MAINTAINED	0.30
JESSIE ROBINSON CT	NOT MAINTAINED	0.20
JIMMY SMITH RD	NOT MAINTAINED	0.00
JOE KELLY RD	NOT MAINTAINED	0.90
JOEY LN	NOT MAINTAINED	0.30
JOHN MILLER LN	NOT MAINTAINED	0.20
JOHN MAXWELL RD	NOT MAINTAINED	0.20
JOHN McPHAUL CT	NOT MAINTAINED	0.10
JOHN WALKER RD	NOT MAINTAINED	0.20
JOHNNY SWEET RD	NOT MAINTAINED	0.30
JOHNSON FARM RD	NOT MAINTAINED	0.50
JOSEPH CT	NOT MAINTAINED	0.20
JUBILEE LANE	NOT MAINTAINED	0.20
JULIO RD	NOT MAINTAINED	0.30
KATE COPELAND'S LN	NOT MAINTAINED	0.10
KATHY DR	NOT MAINTAINED	0.10
KEELS DR	NOT MAINTAINED	0.10
KIDS LANE	NOT MAINTAINED	0.20
KNEEOLOGY WAY	NOT MAINTAINED	0.20
L. & M. LANE	NOT MAINTAINED	0.20
LA-CAMELIA ROAD	NOT MAINTAINED	1.30
LAKE LAURIE CIR	NOT MAINTAINED	0.60
LAKEVIEW CT	NOT MAINTAINED	0.20
LANGSTON LN	NOT MAINTAINED	1.10

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
LASLIE PLANTATION RD	NOT MAINTAINED	0.60
LAUREL LN	NOT MAINTAINED	0.10
LAVENIA ST	NOT MAINTAINED	0.20
LEASCH LOOP	NOT MAINTAINED	0.20
LEE RD	NOT MAINTAINED	0.10
LEO MARLOWE RD	NOT MAINTAINED	0.00
LEONARD RD	NOT MAINTAINED	0.20
LETT LN	NOT MAINTAINED	0.40
LEWIS JACKSON LN	NOT MAINTAINED	0.10
LION TRAIL	NOT MAINTAINED	0.30
LITTLE FARM RD	NOT MAINTAINED	0.30
LITTLE MEXICO LN	NOT MAINTAINED	0.30
LITTMAN RD	NOT MAINTAINED	0.50
LOCKWOOD LN	NOT MAINTAINED	0.10
LOGAN-JONES RD	NOT MAINTAINED	0.20
LOIS LN	NOT MAINTAINED	0.50
LOOP DR	NOT MAINTAINED	0.20
LUCILLE BERRY LN	NOT MAINTAINED	0.10
LUNKER LN	NOT MAINTAINED	0.10
LURRY LN	NOT MAINTAINED	0.20
LUTHER RD	NOT MAINTAINED	0.40
MABRY LN	NOT MAINTAINED	0.20
MACK CRAWFORD RD	NOT MAINTAINED	0.10
MAGNOLIA GLENN RD	NOT MAINTAINED	0.30
MARINA DR	NOT MAINTAINED	0.10
MARSHALL RD	NOT MAINTAINED	0.10
MASON CT	NOT MAINTAINED	0.10
MASON RD	NOT MAINTAINED	0.20
MASON WAY	NOT MAINTAINED	0.10
MAT LANE	NOT MAINTAINED	0.30
MATHIS DR	NOT MAINTAINED	0.40
MAXWELL ST***	NOT MAINTAINED - UNOPENED	0.00
MAY FARM LN	NOT MAINTAINED	0.30
MAY NURSERY LN	NOT MAINTAINED	0.30
McBRIDE CT	NOT MAINTAINED	0.20
McCALL LN	NOT MAINTAINED	0.30
McDANIEL CIR	NOT MAINTAINED	0.20
McGRIFF LN	NOT MAINTAINED	0.50
McLENDON LN	NOT MAINTAINED	0.40
McMILLON-COOPER RD	NOT MAINTAINED	0.20
MIMS PLANTATION LN	NOT MAINTAINED	0.10
MINECY ST***	NOT MAINTAINED - UNOPENED	0.00
MINNESOTA DR	NOT MAINTAINED	0.20

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
MINNIE McGRIFF LANE	NOT MAINTAINED	0.20
MINNIES LN	NOT MAINTAINED	0.20
MISTY DAWN RD	NOT MAINTAINED	0.10
MITCHELL CIR	NOT MAINTAINED	0.60
MOODY LN	NOT MAINTAINED	0.50
MORGAN LN	NOT MAINTAINED	0.20
MORGAN WILLIAMS RD	NOT MAINTAINED	0.10
MOSES LN	NOT MAINTAINED	0.10
MOSSY OAKS 1ST ST	NOT MAINTAINED	0.40
MOSSY OAKS 2ND ST	NOT MAINTAINED	0.40
MOSSY OAKS 3RD ST	NOT MAINTAINED	0.40
MOSSY OAKS FIFTH ST	NOT MAINTAINED	0.40
MOSSY OAKS SECOND AVE	NOT MAINTAINED	0.40
MOYE LANE	NOT MAINTAINED	0.30
NANCYS LN	NOT MAINTAINED	0.10
NATHANS PL	NOT MAINTAINED	0.10
NAVAJO DR***	NOT MAINTAINED - UNOPENED	0.00
NEW BETHEL RD(JOYLAND)	NOT MAINTAINED	0.10
NEW BRIDGE RD	NOT MAINTAINED	1.30
NICOLE RD	NOT MAINTAINED	0.60
NUNN RD	NOT MAINTAINED	0.50
NUNN RICH LN	NOT MAINTAINED	0.30
OAK COURT	NOT MAINTAINED	0.10
OAKLAND DR	NOT MAINTAINED	0.20
PALLBEARER LN	NOT MAINTAINED	0.20
PALMETTO DR	NOT MAINTAINED	0.50
PARADISE LN	NOT MAINTAINED	0.30
PAWNEE CIR ***	NOT MAINTAINED - UNOPENED	0.00
PEACH CT	NOT MAINTAINED	0.20
PEASE LN	NOT MAINTAINED	0.30
PEAVY CT	NOT MAINTAINED	0.20
PEAVY FARM RD	NOT MAINTAINED	0.70
PEAVY RD	NOT MAINTAINED	0.50
PENN RD	NOT MAINTAINED	0.20
PENNY KEVER LN	NOT MAINTAINED	0.40
PEPA LN	NOT MAINTAINED	0.20
PEREZ LN	NOT MAINTAINED	0.30
PETERS RD (MIDWAY)	NOT MAINTAINED	0.00
PHILLIPS LANE	NOT MAINTAINED	0.20
PICKELS DR	NOT MAINTAINED	0.10
PINE CONE ST	NOT MAINTAINED	0.20
PINE HILLS S. 3RD. ST.***	NOT MAINTAINED - UNOPENED	0.00
PINE HILLS S. 4TH. ST.***	NOT MAINTAINED - UNOPENED	0.00

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
PINE HILLS 5TH. ST.***	NOT MAINTAINED - UNOPENED	0.00
PINE HILLS N. 1ST. ST.***	NOT MAINTAINED - UNOPENED	0.00
PINE HILLS N. 2ND. ST.***	NOT MAINTAINED - UNOPENED	0.00
PINE HILLS N. 3RD. ST.***	NOT MAINTAINED - UNOPENED	0.00
PINE HILLS N. 4TH. ST.***	NOT MAINTAINED - UNOPENED	0.00
PINE HILLS 1ST. AV.***	NOT MAINTAINED - UNOPENED	0.00
PINE TOP TRAIL	NOT MAINTAINED	0.20
PINERIDGE WAY	NOT MAINTAINED	0.20
POLY-STEEL DR	NOT MAINTAINED	0.30
POND CT	NOT MAINTAINED	0.70
PONTIAC DR	NOT MAINTAINED	0.10
POPPELL LN	NOT MAINTAINED	0.30
PORTIA LANE	NOT MAINTAINED	0.20
POST ST ***	NOT MAINTAINED - UNOPENED	0.00
POWELL LN	NOT MAINTAINED	0.20
PRESCOTT PL	NOT MAINTAINED	0.30
PRIMROSE LANE	NOT MAINTAINED	0.40
PRUITT LN	NOT MAINTAINED	0.20
QUAIL CT	NOT MAINTAINED	0.10
QUARTERMAN DR	NOT MAINTAINED	0.20
QUINCY WOODS LN***	NOT MAINTAINED - UNOPENED	0.00
RABBIT POND RD	NOT MAINTAINED	0.30
RANDOLPH ROAD	NOT MAINTAINED	0.20
REBA BLVD	NOT MAINTAINED	0.10
RED BIRD RD	NOT MAINTAINED	0.30
RED FOX LN	NOT MAINTAINED	0.50
REEVES LN	NOT MAINTAINED	0.60
REGISTER RD	NOT MAINTAINED	0.20
RENTZ RD	NOT MAINTAINED	0.30
RESEARCH RD	NOT MAINTAINED	0.40
REYNOLDS RD	NOT MAINTAINED	0.00
RICE RD	NOT MAINTAINED	0.00
RICH LN	NOT MAINTAINED	0.30
RICHLANDER LN	NOT MAINTAINED	0.20
RIMFIRE LN	NOT MAINTAINED	0.30
RIPP RD	NOT MAINTAINED	0.20
RITCHIE LN	NOT MAINTAINED	0.40
RITTMAN LN	NOT MAINTAINED	0.10
RIVER BLUFF DR	NOT MAINTAINED	0.30
RIVER OAKS CT	NOT MAINTAINED	0.30
RIVER OAKS LN	NOT MAINTAINED	0.30
ROBERTS SAND RD	NOT MAINTAINED	0.60
ROBIN LN	NOT MAINTAINED	0.80

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
RODEO TRAIL	NOT MAINTAINED	0.00
RODRIGUEZ RD	NOT MAINTAINED	0.30
ROGER LEWIS LN	NOT MAINTAINED	0.30
ROGERS RD	NOT MAINTAINED	0.50
ROSA MILTON LN	NOT MAINTAINED	0.30
ROSE CT	NOT MAINTAINED	0.10
ROSS RD	NOT MAINTAINED	0.30
RUBEN MORGAN LN	NOT MAINTAINED	0.40
RUNWAY DR	NOT MAINTAINED	1.40
S. & W. RD	NOT MAINTAINED	0.20
SALEM CREEK LN	NOT MAINTAINED	0.10
SALEM CT	NOT MAINTAINED	0.20
SAMUELS LN	NOT MAINTAINED	0.20
SANDERS LN	NOT MAINTAINED	0.20
SARGES LN	NOT MAINTAINED	0.20
SARGES CT	NOT MAINTAINED	0.40
SCOTT CIR	NOT MAINTAINED	0.70
SCOTT DR	NOT MAINTAINED	0.10
SCOTT LN	NOT MAINTAINED	0.20
SELMAN CT***	NOT MAINTAINED	0.00
SERENITY LN	NOT MAINTAINED	0.20
SEVEN OAKS DR	NOT MAINTAINED	0.20
SHADY OAK WAY	NOT MAINTAINED	0.10
SHAW LN	NOT MAINTAINED	0.50
SHELFER RD***	NOT MAINTAINED	0.00
SHEPARD & BOSTIC RD	NOT MAINTAINED	0.20
SHERVIS LN	NOT MAINTAINED	0.20
SHORT LN	NOT MAINTAINED	0.10
SHORTER DR	NOT MAINTAINED	0.20
SILVER OAK DR	NOT MAINTAINED	0.50
SIMPSON RD	NOT MAINTAINED	0.10
SIRCY CT	NOT MAINTAINED	0.10
SLEEPY HOLLOW TR	NOT MAINTAINED	0.20
SLOAT LN	NOT MAINTAINED	0.10
SMALL POND RD	NOT MAINTAINED	0.70
SMITH CREEK RD	NOT MAINTAINED	0.30
SMOKEY LN	NOT MAINTAINED	0.20
SOUTHERN COUNTRY LN	NOT MAINTAINED	0.50
SOUTHWOOD DR	NOT MAINTAINED	0.20
SPRING VALLEY LN	NOT MAINTAINED	0.20
SPRINGBROOK CT	NOT MAINTAINED	0.20
SPRINGBROOK RD	NOT MAINTAINED	1.00
SPRINGBROOK TRAIL	NOT MAINTAINED	0.30



<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH (MILES)</u>
STAGHORN TR	NOT MAINTAINED	0.50
STANDLEY LN	NOT MAINTAINED	0.10
STONE EDWARDS RD	NOT MAINTAINED	0.50
STRANGE FARM RD	NOT MAINTAINED	0.80
STRIPER WY	NOT MAINTAINED	0.20
SUAREZ RANCH DR	NOT MAINTAINED	0.30
SUNFLOWER CT	NOT MAINTAINED	0.20
SUNSHINE WAY	NOT MAINTAINED	0.30
SUZANNE DR***	NOT MAINTAINED - UNOPENED	0.00
TALL PINE DR	NOT MAINTAINED	0.70
TALLAVANA CT	NOT MAINTAINED	0.20
TALLAVANA TR	NOT MAINTAINED	4.40
TALQUIN HIDEAWAY ROAD	NOT MAINTAINED	0.30
TALQUIN OAKS LN	NOT MAINTAINED	0.40
TALQUIN RESORTS DR	NOT MAINTAINED	0.50
TAMPA NUGGET CT	NOT MAINTAINED	0.10
TAYLOR RD	NOT MAINTAINED	0.20
TERRY HUTLEY RD	NOT MAINTAINED	0.20
THOMAS SMITH FARM RD	NOT MAINTAINED	0.80
TINDELL RD	NOT MAINTAINED	0.00
TOBACCO RD	NOT MAINTAINED	0.40
TOMMY DAVIS DR	NOT MAINTAINED	0.40
TRAILS END RD	NOT MAINTAINED	0.60
TREEBARK RD	NOT MAINTAINED	0.20
TRIPPLE "H" LN	NOT MAINTAINED	0.10
TUCKER MUNROE DR	NOT MAINTAINED	0.30
TURKEY POINT DRIVE	NOT MAINTAINED	0.10
UHER PATH	NOT MAINTAINED	0.20
UPHILL RD	NOT MAINTAINED	0.40
VICKERS RD	NOT MAINTAINED	0.10
VIOLETTA FARM RD	NOT MAINTAINED	0.50
WALLACE RD	NOT MAINTAINED	0.20
WALLWOOD B.S.A. RD	NOT MAINTAINED	0.30
WANDA'S WAY	NOT MAINTAINED	0.10
WASTELL FRANCIS LN	NOT MAINTAINED	0.10
WATER MANAGEMENT DR	NOT MAINTAINED	0.00
WATERS EDGE LN	NOT MAINTAINED	0.20
WATKINS RD	NOT MAINTAINED	0.80
WATSON LN	NOT MAINTAINED	0.20
WELDON CIR	NOT MAINTAINED	0.40
WESLEY WALKER RD	NOT MAINTAINED	0.30
WEST LN	NOT MAINTAINED	0.30
WEST KELLY RD	NOT MAINTAINED	0.20

<u>ROAD NAME</u>	<u>STATUS</u>	<u>ESTIMATED LENGTH</u> <u>(MILES)</u>
WEST RYAN RD	NOT MAINTAINED	0.10
WHISPER WAY	NOT MAINTAINED	0.20
WHISPERING PINES LN	NOT MAINTAINED	0.20
WHITE OAK RIDGE RD	NOT MAINTAINED	0.40
WHITEHOUSE CIR	NOT MAINTAINED	0.20
WHITETAIL LN	NOT MAINTAINED	0.20
WILD TURKEY LN	NOT MAINTAINED	0.40
WILDFLOWER DR	NOT MAINTAINED	0.40
WILFORD RD	NOT MAINTAINED	0.60
WILLIE COX LOOP	NOT MAINTAINED	0.20
WILLIE LEE CAMPBELL RD	NOT MAINTAINED	0.40
WILLOW OAK RD	NOT MAINTAINED	0.20
WILSON FARM RD***	NOT MAINTAINED - UNOPENED	0.00
WILSON LN	NOT MAINTAINED	0.40
WINDING CREEK RD	NOT MAINTAINED	0.00
WIREGRASS LN	NOT MAINTAINED	0.30
WITT ST	NOT MAINTAINED	0.20
WOODBERRY RD	NOT MAINTAINED	1.10
YATES ST	NOT MAINTAINED	0.00
YELLOW ROCK RD	NOT MAINTAINED	0.20
YOHANCE TAMU RD	NOT MAINTAINED	0.30
YOUMANS LN	NOT MAINTAINED	0.30
		-----
	TOTAL MILES	151.10

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

**Date of Meeting:** November 19, 2013

**Date Submitted:** November 6, 2013

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

**From:** Deborah Minnis, County Attorney  
David Weiss, Assistant County Attorney  
Robert Presnell, County Administrator  
Clyde Collins, County Code Enforcement

**Subject:** Randolph & Johnette Kyllonen; Parcel ID No. 2-27-3N-5W-0000-00331-0100/Code Enforcement

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### **Statement of Issue:**

This item seeks direction regarding the correction of a code violation on the property owned by Randolph and Johnette Kyllonen (the “Property Owners”) located at 7365 Hardaway Highway, Chattahoochee, FL 32324 (the “Property”), and/or the request for an order assessing the associated costs and fine, to be recorded as a lien on the Property and other property owned by the Property Owners.

### **Background:**

Ordinance No. 2012-005, titled the “Special Magistrate Alternate Code Enforcement System” (the “Ordinance”), provides an alternate code enforcement procedure whereby a special magistrate is authorized to conduct hearings and issue orders requiring compliance with codes and imposing fines for code violations. The Ordinance sets forth the following specific procedure for the initiation and conduct of non-emergency, non-repeat enforcement proceedings:

- 1) The County serves the property owner with a Notice of Violation, setting forth a reasonable time to correct the violation.
- 2) If the property owner does not correct the violation within the time set forth in the Notice of Violation, the County serves the property owner with a Notice of Hearing, setting a date and time to appear before the Magistrate.
- 3) If the property owner does not correct the violation prior to the scheduled hearing date, the Magistrate conducts the hearing and takes evidence and testimony from the Code Enforcement Officer and the property owner and/or its representative.
- 4) Following the hearing, the Magistrate may enter an order finding a code violation, requiring compliance by a date certain, authorizing the County to take necessary action upon non-compliance and a finding that the violation presents a serious threat

to the public health, safety, and welfare or is irreparable or irreversible in nature, and reserving jurisdiction to enter further orders imposing costs and fines. A certified copy of the initial order may be recorded in the official records; and, if so recorded, shall constitute notice to any subsequent purchasers, successors, or assigns. If the property owners comply with the initial order, the Magistrate must issue an order acknowledging compliance which must be recorded in the official records.

- 5) If the property owner does not comply with the initial order, the County may take the action necessary to correct the violation upon finding that the violation presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature.
- 6) The County may also seek a second order imposing a fine for each day that the violation continues past the date set by the Magistrate for compliance and assessing costs incurred, including those incurred in taking necessary action to correct the violation in such instances where the County has found that the violation presented a serious threat to the public health, safety, and welfare or was irreparable or irreversible in nature.
- 7) Ten days after entry of the second order, the County may request a certified copy of the order from the Clerk and record the certified copy of the order in the official records of Gadsden County and all other counties in which the property owner may have property currently or in the future. The recorded certified copy of the order then becomes a lien against the property on which the violation exists and any other real or personal property owned by the violators which is located in the county in which the order is recorded. Upon petition to the circuit court, the order is enforceable in the same manner as a court judgment, including execution and levy against the violators' property. After three (3) months from the recording of the order, the Magistrate may authorize the County Attorney to foreclose the lien or sue to recover a money judgment. The lien shall continue for a period of ten (10) years or until satisfied, and may be extended for an additional ten (10) years by re-recording a certified copy prior to the expiration of the initial ten (10) year period. The lien shall not continue for more than twenty (20) years and may not be foreclosed on homestead property.

The Ordinance also provides for appeals of final administrative orders to circuit court within thirty (30) days of the execution of the order. It also specifies that the special magistrate alternate code enforcement system is an additional or supplemental means of enforcing compliance with the County's codes, which does not prevent the County from enforcing its codes by other lawful means.

**Analysis:**

On February 8, 2013, the County posted the Notice of Violation on the Property, where the Property Owners reside. On August 16, 2013, the County posted the Notice of Hearing on the Property. On August 29, 2013, the Magistrate conducted a hearing. Following the hearing, on September 3, 2013, the Magistrate entered an Order finding a code violation on the Property, requiring compliance within fifteen (15) days, authorizing the County to take necessary action upon non-compliance and a finding that the violation presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, and reserving jurisdiction to enter further orders imposing costs and fines (the "Initial Order"). The Initial Order was posted on the Property on November 5,

2013. The Property Owners have failed to comply with the Initial Order, and County staff is seeking the Board's guidance on whether to take action to correct the violation and/or seek a second order imposing a fine and costs, to be recorded in the official records as a lien against the Property and other real and personal property of the Property Owners.

**Fiscal Impact:**

If the County finds that the violation presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, it may take action to correct the violation. The approximate cost of such action is \$11,000.00. Such cost, in addition to administrative costs and a fine, may be included in an Order of Violation, a certified copy of which may be recorded in the official records and become a lien against the Property and other real and personal property owned by the Property Owners. The cost of pursuing and recording the Order of Violation is approximately \$200.00. The County may or may not recover some or all of the fine and costs assessed in the Order of Violation, including interest, at some point in the future.

**Options:**

1. Find that the violation presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, instruct County staff to take action to correct the violation, and seek an Order of Violation which includes the cost of the corrective action as well as administrative costs and a fine.
2. Find that the violation does not present a serious threat to the public health, safety, and welfare and is not irreparable or irreversible in nature, instruct County staff not to take action to correct the violation, but to seek an Order of Violation which includes administrative costs and a fine.
3. Take no action.
4. Board Discretion.

**County Staff's Recommendation:**

Option 2.

**Attachments:**

1. Notice of Violation;
2. Notice of Hearing;
3. September 3, 2013 Order;
4. Parcel information and location from the Gadsden County Property Appraiser's website.



**COMMISSIONERS:**

**ERIC HINSON**  
District 1  
**DOUGLAS M. CROLEY**  
District 2  
**GENE MORGAN**  
District 3  
**BRENDA A. HOLT**  
District 4  
**SHERRIE D. TAYLOR**  
District 5

**GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS**

1B East Jefferson Street, Post Office Box 1799  
Quincy, Florida 32353-1799  
(850) 875-8665 - fax (850) 875-7280

**EDWARD J. BUTLER**  
**GADSDEN COUNTY GOVERNMENTAL COMPLEX**  
**Building Inspection Code Enforcement**  
**Facilities Maintenance**

**ROBERT PRESNELL**  
County  
Administrator  
**DEBORAH S. MINNIS**  
County Attorney  
**R. CLYDE COLLINS**  
Building Official

**NOTICE OF VIOLATION AND APPEAR BEFORE THE CODE ENFORCEMENT BOARD OR MAGISTRATE**

Date: July 29, 2013

Case Number: 13-08

**PARCEL NUMBER 2-27-3N-5W-0000-00331-0100**

To: Randolph and Johnette Kyllonen  
7365 Hardaway Hwy  
Chattahoochee, Fl. 32324

Location: 7365 Hardaway Hwy.

You are hereby advised that you are in violation of the Gadsden County Code of Ordinances, # 08-033, Section 4, Declaration of Public Nuisances.

The nature of this violation is as follows:

An overgrown yard with all sorts of trash that is deleterious to public view for a period of more than 10 days is a violation of Gadsden County ordinances. To correct the violation remove the trash from the property within 10 days of receipt of this notice. Failure to cure the violation may result in the County removing the trash and all costs will be assessed against you and could result in a lien against your property.

You are further informed that unless this violation is corrected or otherwise made to comply within 10 days of this notice you must appear before the Gadsden Code Enforcement Board/Magistrate on August 29, 2013 at 9:00 A.M. located at The EDWARD J. BUTLER BUILDING 1-B East Jefferson St. Quincy, Florida.

If you disagree with the information contained in this Notice, you may file a written letter with the code enforcement administrator at the above address. You have 10 days from receipt to file the letter.

The Code Enforcement Board/Magistrate may issue a finding of fact and law that includes a mandatory compliance date and has the power to levy fines of up to \$250 per day per violation for each and every day that the violation(s) remains beyond the compliance date. The assessment of fines or charges will constitute a lien against your property in favor of the Gadsden County.

**It is solely your responsibility that you contact Code Enforcement at 850-627-5338 or 850-875-8662 upon correcting this violation of the Gadsden County Code of Ordinances so an inspection can be promptly made.** If this violation has already been corrected, prior to receiving this letter, you still need to contact the Code Enforcement office at the number above.

Thank you in advance for your cooperation.



---

Code Enforcement Inspector

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Randolph + Thelma Killman  
 7365 HARDWAY HWY  
 CHATTANOOGA, TN 37324*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label) *7006-2150-0000-9194-1344*

Domestic Return Receipt

PS Form 3811, February 2004

102595-02-M-1540



GADSDEN COUNTY BOARD OF  
COUNTY COMMISSIONERS  
DEPARTMENT OF BUILDING INSPECTION  
DIVISION OF CODE ENFORCEMENT

IN RE: PARCEL NO. 2-27-3N-5W-0000-00331-0100  
Record Owner: Randolph & Johnette Kyllonen

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CASE NO. 13-014

ORDER

THIS CAUSE having come on for hearing on August 29, 2013 before the Code Enforcement Magistrate, and it appearing that a Notice of Code Violation was served on the owners of the above property by registered mail, but was returned unclaimed, and thereafter a copy of the Notice was posted on the property as provided in Gadsden County Ordinance No. 2012-005, Section 3. (b) (2); and neither the Owners nor anyone on their behalf having appeared at the hearing; and the Magistrate having received sworn testimony from the Code Enforcement Officer, it is

FINDINGS OF FACT

The Magistrate finds from the testimony of Oliver Sellers, Code Enforcement Officer, that the records in the office of the Gadsden County Property Appraiser reflect that the property is owned by Randolph & Johnette Kyllonen. The property is occupied by the owners. The yards are overgrown and all sorts of junk and trash are located on the property which is deleterious to public view and to the view of surrounding properties and residents in the area.

CONCLUSIONS OF LAW

The Magistrate has determined that the above conditions violate the following provisions of Gadsden County Ordinance No. 08-033, Section 4: DECLARATION

OF PUBLIC NUISANCES., which prohibits and declares to be a public nuisance within Gadsden County when present, occurring or located on, in, under or upon any lot, tract or parcel of land located within Gadsden County:

\* \* \*

(1) the existence of excessive accumulation or untended growth of weeds, undergrowth or other dead or living plant life which exists as a public nuisance violation if the existence of grass or weeds exceeds 12" in length or height;

\* \* \*

(3) junk litter, rubbish, garbage, refuse, debris, or trash including, but not limited to, household furnishings and abandoned, discarded or unused objects or equipment, such as automobiles, other vehicles, mechanical equipment, furniture, stoves refrigerators, freezers, cans or containers; and

\* \* \*

it is therefore

**ORDERED AND ADJUDGED:**

1. That RANDOLPH KYLLONEN and JOHNETTE KYLLONEN, within fifteen (15) days from the date of this order, shall remove, and properly dispose of, all of the junk, debris, or trash, including but not limited to the numerous items of household furnishings, abandoned or unused objects and equipment, such as mechanical equipment, as reflected in the photographs which were submitted by the Code Enforcement Officer.

2. In the event that RANDOLPH KYLLONEN and JOHNETTE KYLLONEN shall fail to comply with the terms of this Order, then Gadsden County is hereby authorized to take all necessary action to remove and dispose of the property described above, and to place a lien against the property for the amount of the cost of removal and disposal of the property.

3. In addition to the costs of disposal and removal, costs in the amount of \$250.00, representing the costs incurred by Gadsden County in bringing this enforcement action are hereby assessed against the Owners, and shall be paid within 30 days of the date of this Order, and may be included in the lien against the property to which Gadsden

County is entitled. The Magistrate reserves the right to assess further fines and costs for the failure to comply with the terms of this order.

DONE AND ORDERED in Quincy, Florida, this 3rd day of September, 2013.



---

STEWART E. PARSONS  
Magistrate

Copies furnished to:

Board of County Commissioners, Department of Building Inspection,  
Division of Code Enforcement  
Randolph Kyllonen & Johnette Kyllonen



**Gadsden County Property Appraiser**  
**Clay Vanlandingham, CFA**  
**County Appraiser**

16 S. Calhoun St.  
 Quincy, FL 32353-0585  
 PH: (850) 627-7168  
 FAX: (850) 627-0396



<a href="#">RECENT SALES IN THIS AREA</a>	<a href="#">PREVIOUS PARCEL NEXT PARCEL</a>	<a href="#">RETURN TO MAIN SEARCH PAGE</a>	<a href="#">GADSDEN HOME</a>
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<b>OWNER NAME</b>	KYLLONEN RANDOLPH W & JOHNETTE	<b>TODAY'S DATE</b>	July 03, 2013
<b>MAILING ADDRESS</b>	7355 HARDAWAY HWY CHATTAHOOCHEE, FL 323243406	<b>PARCEL NUMBER</b>	2-27-3N-5W-0000-00331-0100
		<b>MILLAGE GROUP</b>	GADSDEN COUNTY (7)
		<b>TOTAL MILLAGE</b>	16.6654
		<b>PROPERTY USAGE</b>	PASTURELAN (006000)
		<b>MARKET AREA</b>	North West (03) <a href="#">Show Map</a>
<b>LOCATION ADDRESS</b>	7365 HARDAWAY HWY	<b>PARCEL MAP</b>	<a href="#">Show Parcel Map</a>   <a href="#">Generate Owner List By Radius</a>

2012 CERTIFIED TAX ROLL VALUES							Tax Collector Information	
JUST VALUE OF LAND	LAND VALUE AGRICULTURAL	BUILDING VALUE	TOTAL MISC VALUE	JUST OR CLASSIFIED TOTAL VALUE	ASSESSED VALUE	EXEMPT VALUE	TAXABLE VALUE	HOME STEAD
4,000	2,472	35,200	8,100	76,100	49,772	25,000	24,772	Y

The information listed below is the effect of the constitutional amendment passed on January 29, 2008.  
 Maximum Save Our Homes Portability Amount \$0

LAND INFORMATION			
LAND USE	NUMBER OF UNITS	UNIT TYPE	SEC-TWN-RNG
PLANTED PI	6.000	AC	27-3N-5W
RESIDENTIA	1.000	PLANTED PI	27-3N-5W
PAST/CROPS	10.000	AC	27-3N-5W
MKT.VAL.AG	16.000	AC	27-3N-5W

**SHORT LEGAL** OR 476 P 17 COMMENCE AT THE SW CORNER AND RUN E. 734.6 FT. TO BEGIN,  
[Show Complete Legal Description](#)

BUILDING DATA										
BUILDING #	TYPE	BASE AREA	HEATED AREA	BED ROOMS	BATHS	EXTERIOR WALL	HEATING	COOLING	ACTUAL YEAR BUILT	EFFECTIVE YEAR BUILT
Sketch Building 1	000100	2,040	1,536	4	1	WOOD,SHEATHING OR PLYWOOD	FORCED-AIR NOT DUCTED	WINDOW UNIT	Circa: 1931	1970


MISCELLANEOUS DATA				
DESCRIPTION	LENGTH	WIDTH	UNITS	YEAR BUILT
BLDG, FRAME	24	36	1 UNITS	0
FENCE, MISC TYPE	0	0	1 UNITS	0
SHED, VINYL OR OTHER	0	0	3 UNITS	0
UTILITIES, ON-SITE	0	0	1 UNITS	2005
SHED, POLE	0	0	1 UNITS	2009

SALES DATA							
SALE DATE	BOOK/PAGE	ADJUSTED PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
03-31-1998	476/17	65,000	WARRANTY DEED	QUALIFIED	YES	W W SCOTT	RANDOLPH W KYLLONEN AND JOHNETTE L KYLLONEN

[Click on the Book-Page to view the Official Record](#)  
[Generate Owner List By Radius](#)

The Gadsden County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Website Updated: June 30, 2013

<a href="#">RECENT SALES IN THIS AREA</a>	<a href="#">PREVIOUS PARCEL NEXT PARCEL</a>	<a href="#">RETURN TO MAIN SEARCH PAGE</a>	<a href="#">GADSDEN HOME</a>
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	<b>Gadsden County Property Appraiser</b> <b>Clay Vanlandingham, CFA</b> <b>County Appraiser</b>	16 S. Calhoun St. Quincy, FL 32353-0585 PH: (850) 627-7168 FAX: (850) 627-0396
COMPLETE LEGAL DESCRIPTION FOR PARCEL 2-27-3N-5W-0000-00331-0100		
OR 476 P 17 COMMENCE AT THE SW CORNER AND RUN E. 734.6 FT. TO BEGIN, RUN E. 561 FT., N. 1320 FT., W. 561 FT., S. 1320 FT. TO P.O.B. LESS THE S. 50 FT. TO SRD. IN SECTION 27-3N-5W. OR 319 P 1418		

[Close Window](#)

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11/05/2013 13:45

11/05/2013 13:45

County is outlined. The Magistrate reserves the right to assess further fines and costs for the failure to comply with the terms of this order.  
DONE AND ORDERED in Orange County, Florida, this 5th day of September, 2013.

ATTEST: [Signature]  
Magistrate

Copies furnished to:  
Bureau of County Government, Department of Health Inspections,  
Division of Code Enforcement,  
Hialeah, Florida 33156-4400

SECTION 224.04, F.S.  
Section 224.04

DEFINITIONS, which prohibit and declare to be a public nuisance within Orange County when present, occurring, or located on, by, under or upon any lot, tract or parcel of land located within Orange County:

(1) the presence of excessive accumulation or unattended growth of weeds, shrubs, or other plants or trees which exist as a public nuisance violation of the provisions of articles or sections 224.04, 224.05, 224.06, or 224.07;

(2) junk litter, rubbish, refuse, debris, or trash including, but not limited to, household furniture and household, discarded or unused objects or equipment, such as automobiles, other vehicles, mechanical equipment, furniture, stoves, refrigerators, freezers, ovens or containers; and

if it is located:  
[Redacted text]

Section 224.04, F.S.  
Section 224.04

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
DEPARTMENT OF BUILDING INSPECTION  
DIVISION OF CODE ENFORCEMENT

CASE NO. 13-014  
IN RE: PACHECO, [Redacted]  
Record Owner: [Redacted] & [Redacted]

THIS CASE having come on for hearing on August 29, 2013, before the Code Enforcement Magistrate and it appearing that a Notice of Code Violation was served on the owners of the above property by registered mail was returned unopened, and thereafter a copy of the Notice was posted on the property as provided in Orange County Ordinance No. 2013-008, Section 3, (b) (2), and notice for the Director was served on their behalf through approval at the hearing, and the Magistrate has not received a contrary from the Code Enforcement Officer, it is

FINDINGS OF FACT

The Magistrate finds to be the testimony of Officer Selena Code Enforcement Officer and the records in the file on the Orange County Property Appraiser's records that the property is owned by [Redacted] & [Redacted]. The property is located on the [Redacted] property. The code enforcement work on this lot and the [Redacted] property is [Redacted] and [Redacted] to the area.

SECTION 224.04, F.S.  
Section 224.04







NOT FOR SALE

08/16/2013 11:53



08/16/2013 11:54



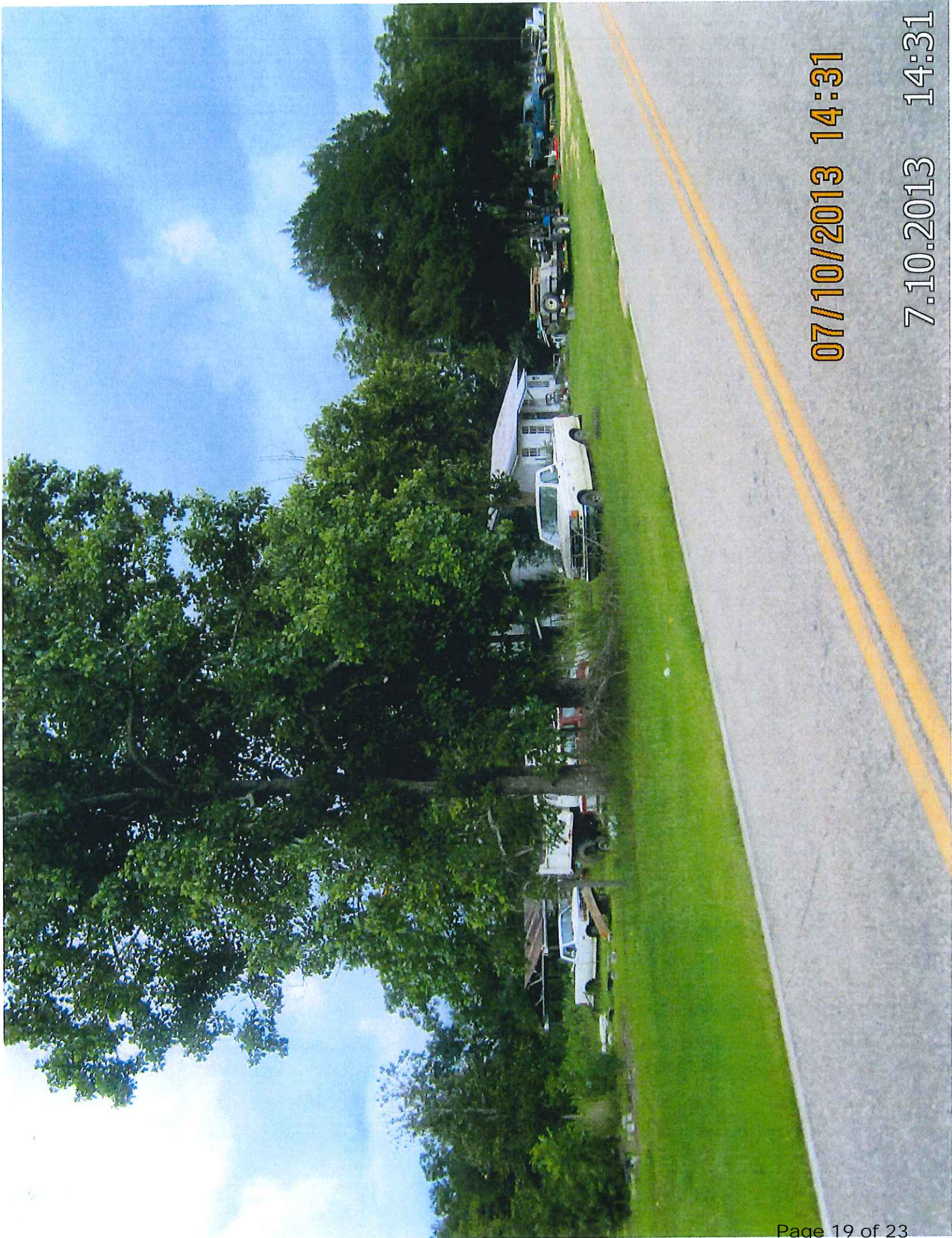
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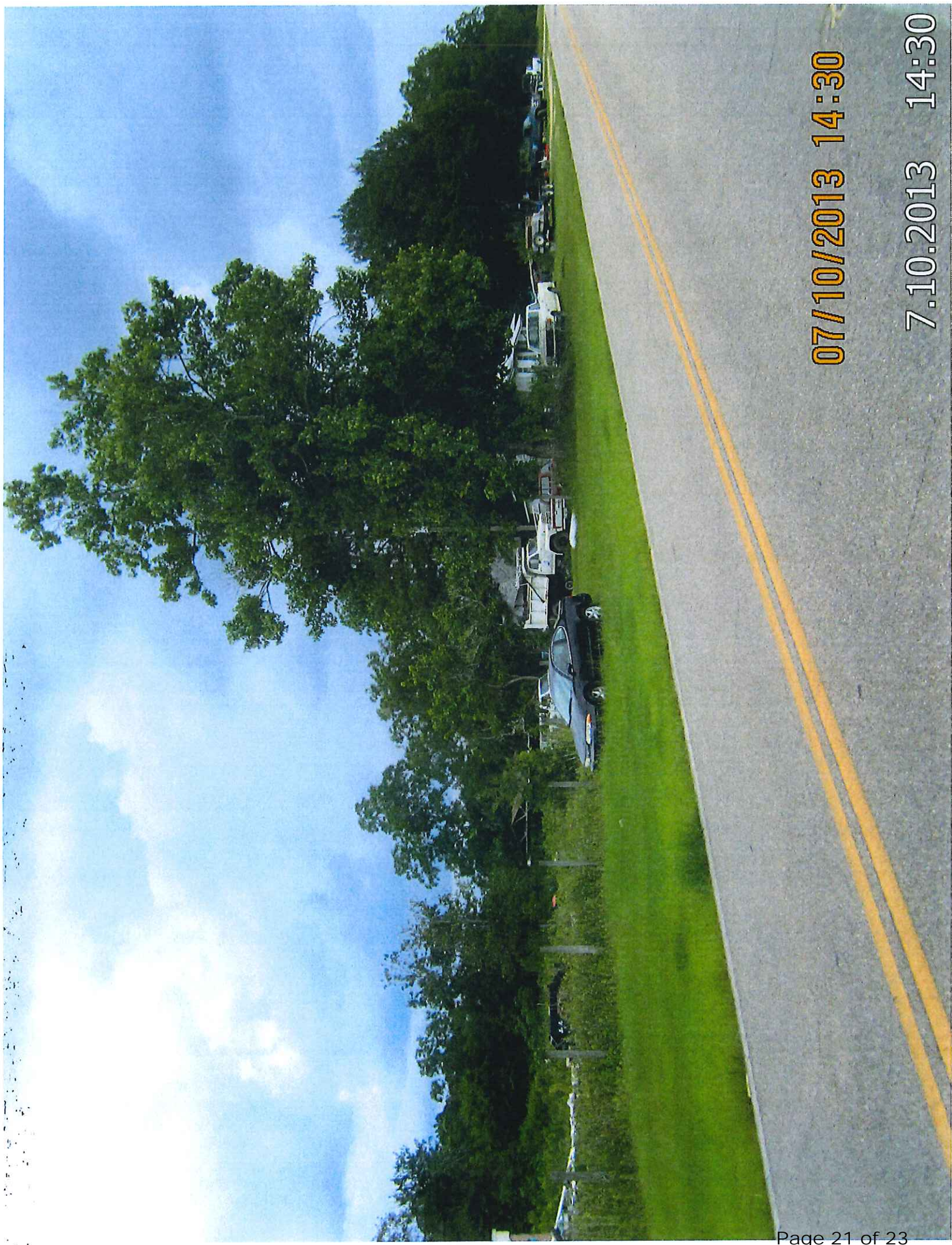
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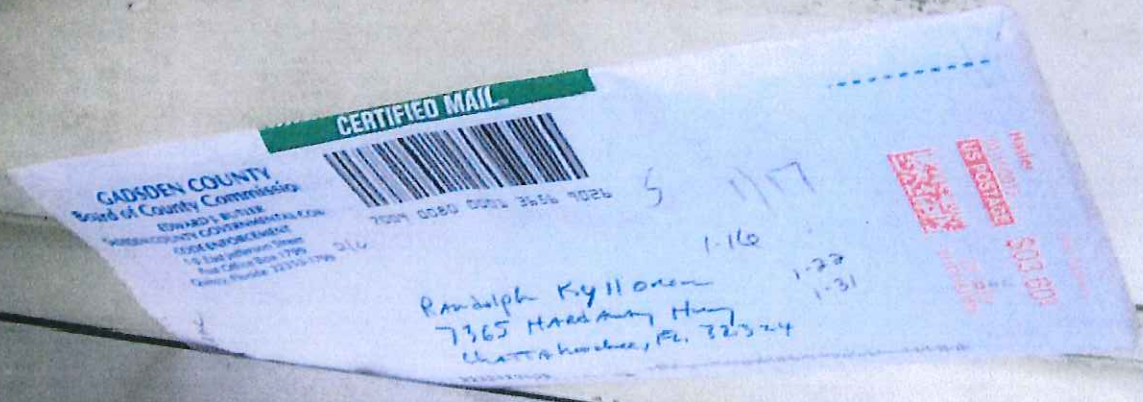
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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Randolph + Jeanne R. Ilman  
7365 HARDWAY HWY  
CHATTahoochee, FL 32324*

2. Article Number

(Transfer from service label)

*7006-2150-0000-9194-1344*

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

Yes

No

If YES, enter delivery address below:

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

102595-02-M-1540

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

**Date of Meeting:** November 19, 2013

**Date of Submitted:** November 5, 2013

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

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

**Subject:** Approval of Agreement With The Management Experts, LLC to  
Provide Emergency Management Training

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### **Statement of Issue:**

Consideration of an agreement between the Gadsden County Board of County Commissioners and The Management Experts, LLC to provide emergency response training. This agreement will provide emergency response training for local emergency response personnel. These services will be provided under the Federal SHSGP program, contract number 14DS-C2-02-03-01-153 in the amount of \$10, 923.00.

### **Background:**

The Gadsden County Sheriff's Office wishes to "piggy-back" off the Madison County agreement with The Management Experts, LLC to provide emergency response training for local response personnel. Attached is the agreement proposed for consideration by the Board. The agreement has been reviewed by The Management Experts, LLC and the Gadsden County Sheriff's Office.

### **Analysis:**

The training provided by The Management Experts, LLC is needed to implement the Federal Department of Emergency Management SHSGP grant program. The Management Experts, LLC was selected to provide these services for Madison County through a competitive bidding process. As such, Gadsden County may "piggy-back" off the competitive award by Madison County and contract with The Management Experts, LLC to provide the same services for the Gadsden County Sheriff's Office.

**Fiscal Impact:**

None

**Recommendation:**

1. Approve the agreement between Gadsden County and The Management Experts, LLC and authorize the Chair to execute the agreement.
2. Provide Direction

**Recommendation:**

Option 1

**Attachment (s):**

1. Proposed Agreement with The Management Experts, LLC.
2. Subcontract Agreement between Madison County and The Management Experts, LLC

TO: Gadsden County

RE: Planning, Training & Exercise Services Contract

The following agreement is submitted for your approval:

The Management Experts (TME), LLC serves as Contractor under the Planning, Training & Exercise Services contract dated September 4, 2013 with the Madison County Board of County Commission ("Contract") which hereby represents and warrants to Gadsden County that:

- 1) The Madison County Contract is attached hereto as Exhibit A and incorporated herein by this reference;
- 2) Contractor will perform the services at the prices agreed upon for Gadsden County, under all of the terms and conditions of the Contract;
- 3) All references to Madison County in the Contract shall be deemed to mean Gadsden County;
- 4) Gadsden County will provide separate payment to the Contractor, in form satisfactory to Gadsden County and the Contractor.

ATTEST:

TME, LLC

BY: \_\_\_\_\_  
Traci Buzbee, President/CEO

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

ACCEPTED:

ATTEST:

Gadsden County Representative

BY: \_\_\_\_\_  
Chairman

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

**SUBCONTRACT AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_ day of \_\_\_\_\_ 2013, by and between:

**Gadsden County**

And

**The Management Experts, LLC**, hereinafter referred to as "Contractor".

Gadsden County and the Contractor may hereinafter collectively be referred to as the "Parties". This piggyback is entered into pursuant to the Madison County Competitive Solicitation and The Management Experts contract award on September 4, 2013.

Gadsden County and the Contractor may hereinafter collectively be referred to as the "Parties".

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Gadsden County and the Contractor agree as follows:

**WHEREAS**, as of said date above, The Management Experts, LLC will become a contractor for planning, training and exercise activities to Gadsden County Emergency Management; and

**WHEREAS**, all parties agree upon the scope of services to be provided by The Management Experts, LLC;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

**ARTICLE 1**

1.1. **RECITALS:** Each whereas clause set forth above is true and correct and herein incorporated by this reference.

**ARTICLE 2**  
**SCOPE OF SERVICES**

The Management Experts, LLC agrees to hold Gadsden County and the State Division of Emergency Management harmless against all claims of whatever nature arising out

of the performance of the work under this agreement to the extent allowed and required by law.

The Management Experts, LLC is bound by all applicable state and federal laws and regulations and is bound by the terms of agreements between Gadsden County and the State Division of Emergency Management.

The Management Experts, LLC agrees that progress on all activities performed will be documented in the quarterly reports submitted by Gadsden County.

The Management Experts, LLC certifies that it is a Minority Business Owner as defined in Section 288.703, Florida Statutes.

- The Management Experts shall provide planning, training and exercise initiatives to Gadsden County
- The Management Experts shall provide on-site technical assistance
- The Management Experts shall conduct meetings on behalf of the county with State Officials
- The Management Experts shall seek additional funding and resources to benefit the county's Emergency Services programs
- The Management Experts shall serve as needed on behalf of the Director
- The Management Experts shall obtain resources for recovery efforts after a disaster

**ARTICLE 3**  
**TERM OF THE AGREEMENT**

- 3.1 This Agreement shall commence upon signatures by both parties.
- 3.2 This Agreement may be terminated by either Party with or without cause, upon thirty calendar days' written notice. Upon termination, all work shall cease and Gadsden County Emergency Management shall pay to The Management Experts, LLC any earned and unpaid portion of the compensation due to The Management Experts, LLC pursuant to Article 4.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

- 4.1. Gadsden County agrees to compensate The Management Experts, LLC through Task Authorizations generated by the Gadsden County Emergency Management Director. These funds will be generated from the State Homeland Security Grant Fund and the EMPA/EMPG Funds.

**ARTICLE 5**  
**MISCELLANEOUS**

5.1. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the Gadsden County employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with Gadsden County policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from Gadsden County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and Gadsden County, and Gadsden County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

5.2. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and Gadsden County Emergency Management designate the following as the respective places for giving of notice:

Contractor: Traci Buzbee  
2514 Manassas Way  
Tallahassee, Florida 32312  
850-528-0785 – cell

Gadsden County: Major Shawn Wood  
339 East Jefferson Street  
Quincy, Florida 32351  
850-627-9233

- 5.3. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 5.4. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.
- 5.5. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and Gadsden County and supersedes all prior negotiations, representations or agreements, either written or oral.

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands the day and year first written above.

The Management Experts, LLC

\_\_\_\_\_  
Traci Buzbee, CEO  
43-2116394

Gadsden County Representative  
\_\_\_\_\_

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



**Gadsden County  
TASK AUTHORIZATION**

The Management Experts (TME), LLC agrees to assist Gadsden County in implementing the below listed activities. This scope of work is designed to strengthen the all hazard disaster readiness of Gadsden County.

**Task I  
Exercise**

TME will work with Emergency Management personnel to determine the appropriate exercise to be conducted for the County.

**Task II  
Management and Administration**

TME will assist will all quarterly, reimbursement and close out reporting and serve as a liaison for FDEM and others upon request of Gadsden County.

**Payment Schedule:**

Gadsden County agrees to compensate The Management Experts (TME), LLC for all services performed by TME, LLC to implement the above listed activities in Gadsden County.

<b>Task I</b>	<b>\$2,423 due upon completion of HSEEP meetings</b>
	<b>\$7,500 due upon completion of the exercise</b>
	<b>\$1,000 due upon completion of the AAR/IP</b>
<b>Task II</b>	<b>No Charge</b>
<b>Total Funding:</b>	<b>\$10,923.00</b>

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands the day and year first written above.

The Management Experts, LLC

\_\_\_\_\_  
Traci Buzbee, President  
43-2116394

Gadsden County Representative

\_\_\_\_\_  
Chairman

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

**SUBCONTRACT AGREEMENT**

THIS IS AN AGREEMENT, dated the 4 day of Sept. 2013, by and between:

**Madison County**

And

**The Management Experts, LLC, hereinafter referred to as "Contractor".**

This agreement was entered into pursuant to an award to The Management Experts, LLC following a competitive solicitation of planning, training and exercise services advertised in *The Madison Carrier*.

Madison County and the Contractor may hereinafter collectively be referred to as the "Parties".

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Madison County and the Contractor agree as follows:

**WHEREAS**, as of said date above, The Management Experts, LLC will become a contractor for planning, training and exercise activities to Madison County Emergency Management; and

**WHEREAS**, all parties agree upon the scope of services to be provided by The Management Experts, LLC;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

**ARTICLE 1**

1.1. **RECITALS:** Each whereas clause set forth above is true and correct and herein incorporated by this reference.

**ARTICLE 2**  
**SCOPE OF SERVICES**

The Management Experts, LLC agrees to hold Madison County and the State Division of Emergency Management harmless against all claims of whatever nature arising out

of the performance of the work under this agreement to the extent allowed and required by law.

The Management Experts, LLC is bound by all applicable state and federal laws and regulations and is bound by the terms of agreements between Madison County and the State Division of Emergency Management.

The Management Experts, LLC agrees that progress on all activities performed will be documented in the quarterly reports submitted by Madison County.

The Management Experts, LLC certifies that it is a Minority Business Owner as defined in Section 288.703, Florida Statutes.

- The Management Experts shall provide planning, training and exercise initiatives to Madison County
- The Management Experts shall provide on-site technical assistance
- The Management Experts shall conduct meetings on behalf of the county with State Officials
- The Management Experts shall seek additional funding and resources to benefit the county's Emergency Services programs
- The Management Experts shall serve as needed on behalf of the Director

### **ARTICLE 3** **TERM OF THE AGREEMENT**

- 3.1 This Agreement shall commence upon signatures by both parties.
- 3.2 This Agreement may be terminated by either Party with or without cause, upon thirty calendar days' written notice. Upon termination, all work shall cease and Madison County Emergency Management shall pay to The Management Experts, LLC any earned and unpaid portion of the compensation due to The Management Experts, LLC pursuant to Article 4.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

- 4.1. Madison County agrees to compensate The Management Experts, LLC through Task Authorizations generated by the Madison County Emergency Management Director. These funds will be generated from the State Homeland Security Grant Fund, EMPA and EMPG.

### **ARTICLE 5** **MISCELLANEOUS**

- 5.1. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the

Parties that the Contractor is an independent contractor under this Agreement and not the Madison County employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with Madison County policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from Madison County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and Madison County, and Madison County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 5.2. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and Madison County Emergency Management designate the following as the respective places for giving of notice:

Contractor: Traci Buzbee  
2514 Manassas Way  
Tallahassee, Florida 32312  
850-528-0785 – cell

Madison County: Tom Cisco  
Madison County Emergency Management  
1083 SW Harvey Greene Drive  
Madison, Florida 32340  
850-973-3698

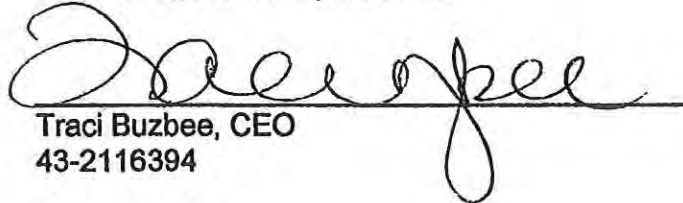
- 5.3. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5.4. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

5.5. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and Madison County and supersedes all prior negotiations, representations or agreements, either written or oral.

**IN WITNESS OF THE FOREGOING,** the Parties have set their hands the day and year first written above.

The Management Experts, LLC



Traci Buzbee, CEO  
43-2116394

Madison County



Representative

Date: 9.4.13

**Madison County  
TASK AUTHORIZATION**

The Management Experts (TME), LLC agrees to assist Madison County in implementing the below listed activities. This scope of work is designed to strengthen the all hazard disaster readiness of Madison County.

**Task I  
Training**

TME will work with Emergency Management personnel to determine the appropriate training to be conducted for the County.

**Task II  
Management and Administration**

TME will assist will all quarterly, reimbursement and close out reporting and serve as a liaison for FDEM and others upon request of Madison County.

**Payment Schedule:**

Madison County agrees to compensate The Management Experts (TME), LLC for all services performed by TME, LLC to implement the above listed activities in Madison County.

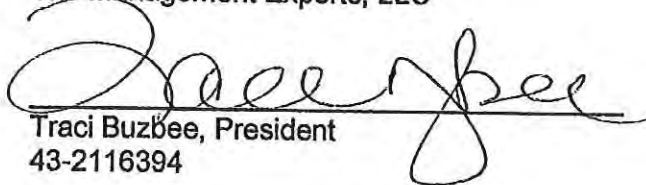
**Task I            \$10,923 upon completion of said trainings**

**Task II            No Charge**

**Total Funding:        \$10,923.00**

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands the day and year first written above.

The Management Experts, LLC

  
Traci Buzbee, President  
43-2116394

Madison County Representative

  
Chairman

Date: 9/4/13

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

**Date of Meeting:** November 19, 2013

**Date of Submitted:** November 1, 2013

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

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

**Subject:** Approval to Accept the Department of Homeland Security Grant for Exercise and Courthouse Security Enhancement  
Contract Number: 14-DS-L5-02-29-01 (CFDA #97.067)

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### **Statement of Issue:**

Contract Number 14 DS-L5-02-29-01 (CFDA 97.0676) is a Federal Funding Grant Agreement in the amount of \$30,900.00 to fund local planning, training, and exercise in emergency preparedness for Gadsden County employees, volunteers and citizens. This agreement targets Issue 5, Planning Training and Exercise (\$10,900.00) and Issue 16, Regional Courthouse Security (\$20,000.00).

### **Background:**

Under Issue 5, these funds will allow Gadsden County to execute an exercise plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

Under Issue 16, these funds will allow Gadsden County to continue the build-out of video monitoring capability of the County Courthouse by implementing enhancements.

### **Analysis:**

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

**Fiscal Impact:**

The State Homeland Security Grant Program, Issues 5 and 16, provides \$30,900.00 for Emergency Management Preparedness Programs within Gadsden County. There is no match required for this grant.

**Options:**

1. Approve acceptance of State Homeland Security Grant funding and authorize the Chair to execute the Agreement.
2. Provide direction

**Recommendation:**

Option 1

**Attachment (s):**

Grant #14-DS-L5-02-29-01 (CFDA# 97.067) (5 – originals)



**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 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 D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties whichever is later, and shall end May 31, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

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

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

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

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

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

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and 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 reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

(c) The close-out report is due 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, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports as requested by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and 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 shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

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

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

Shawn Wood Alternative Contact: Tashonda Whaley  
339 E. Jefferson Street  
Quincy, Florida 32351  
Telephone: 627-9233 or 875-  
8833  
Fax: 875-8912 or 875-8881  
Email: shawnw@tds.net or  
tashondawhaley@tds.net

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work

Attachment C - Deliverables

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations



Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$30,900.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A 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 grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

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 May 31, 2015, 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.

#### (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 G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

**(21) COPYRIGHT, PATENT AND TRADEMARK**

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

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

Gadsden County  
\_\_\_\_\_

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

Name and Title: Douglas Croley, Chair

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

FID# 59660000616

DUNS# 06-023-7690

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: \_\_\_\_\_

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: 97.067

Award amount: **\$30,900.00**

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

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)  
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 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy.
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

### Proposed Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ↓ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at [www.rkb.us](http://www.rkb.us).
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ↓ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 - Homeland Security Grant Program - Issues 5, 16	Gadsden County	Issue 5 - Exercise	\$10,900.00
		Issue 16 - Equipment - Courthouse Security	\$20,000.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
<b>Total Award</b>			<b>\$30,900.00</b>

## Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

<b>FY2013 Gadsden Co Issues 5, 16 Budget Detail Worksheet– Eligible Activities</b>				
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue Number
Design, Develop, Conduct and Evaluate an Exercise	1	1	10,900.00	5
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				

<p><b>Eligible Equipment Acquisition Costs</b>  The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: <a href="http://www.rkb.us">http://www.rkb.us</a>  Click on "Authorized Equipment List (AEL)"  If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"</p>	Quantity	Unit Cost	Total Cost	Issue Number
Personal protective equipment				
e.g., 1.12.2.1, Covers, Outer Footwear				
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology	1	1	20,000.00	16
Cyber security enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
Decontamination Equipment (HSGP only)				
Medical supplies				
Power equipment				
CBRNE reference materials				
CBRNE incident response vehicles				
Terrorism incident prevention equipment				
Physical security enhancement equipment				
Inspection and Screening systems				
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (IISGP only)				
CBRNE Prevention and Response watercraft				

<b>CBRNE Aviation Equipment</b>				
<b>CBRNE logistical support equipment</b>				
<b>Intervention equipment</b>				
<b>Public Alert and Warning Equipment</b>				
<b>Disability Access and Functional Needs</b>				
<b>Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)</b>				
<b>Eligible Management and Administration Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Issue Number</b>
Hiring of full-time or part-time staff or contractors/consultants: ↓ To assist with the management of the respective grant program ↓ To assist with application requirements of the grant program ↓ To assist with the compliancy with reporting and data collection as it may relate to the grant program				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> ).				
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				

The following are allowable only within the contract period:

- ✦ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- ✦ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.

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## ATTACHMENT B

### Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Issue and Project Description

**Issue 5 – Local Planning, Training and Exercise:** This project will allow counties to execute an exercise plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

**Issue 16 – Regional Courthouse Security:** This project will continue the build-out of video monitoring capability for Region 2 courthouses by implementing enhancements.

#### II. Categories and Eligible Activities

FY2013 allowable costs are divided into the following categories: planning, training, exercises, and equipment management and administration cost are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

##### A. Planning

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Implementing the *National Preparedness Guidelines (NPG)* and the Whole community approach to Security and Emergency Management
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan (NIPP)* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan (NECP)*
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Activities, materials, service, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing THIRA that reflects a representative make up and composition of jurisdiction
- Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups

- Integrating and coordinating fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
- Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

Developing and enhancing plans and protocols, including but not limited to:

- Community-based planning to advance “whole community” security and emergency management
- Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland strategies, policies, guidance, plans, and evaluations
- Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities

- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities

**Developing or conducting assessments, including but not limited to:**

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- Soft target security planning (e.g., public gatherings)

**Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained**

**Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual level of independence in general population environments**

**Developing and implementing a community preparedness strategy for the State/local jurisdiction**

**Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness strategy for the State/local jurisdiction**

- Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: citizen Corps Affiliate Programs and Organizations, Community Emergency Response Team (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/UA SonWatch, volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts

**Establishing and sustaining Citizen Corps Councils or their equivalent**

**Working with youth-serving organizations to develop and sustain a youth preparedness program**

**B. Training**

**Allowable training-related costs include, but are not limited to, the following:**

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs is allowable (e.g., sign language interpreters, communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-



traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplement training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- **Certification/Recertification of Instructors** – States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005. Additional information can be obtained at [http://www.fema.gov/good\\_guidance/download/10146](http://www.fema.gov/good_guidance/download/10146).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

**Unauthorized training-related costs include:**

- ↓ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- ↓ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- ↓ The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

**C. Exercises**

**Allowable exercise-related costs include:**

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

**Unauthorized exercise-related costs include:**

- ↓ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- ↓ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- ↓ The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

**Exercise Requirements**

**Training and Exercise Plan Workshop.** States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to [hseep@dhs.gov](mailto:hseep@dhs.gov).

The Training and Exercise Plan will include the State's prioritized capability requirements and a Multi-Year Training and Exercise Plan (schedule) that supports the identified capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to [hseep@dhs.gov](mailto:hseep@dhs.gov), all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grants programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban areas are encouraged to share, at a minimum, the multi-year training and exercises schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP and UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year

Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation and Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hssep.dhs.gov>.
- **Self-sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

**D. Equipment Acquisition**

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for FY 2013 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

**E. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.**

**Hiring of full-time or part-time staff or contractors/consultants:**

- To assist with the management of the respective grant program

- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

**Development of operating plans for information collection and processing necessary to respond to FEMA data calls**

Overtime costs - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

Operational overtime costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2013 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2013 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

**Travel expenses**

**Meeting-related expenses** (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

**Acquisition of authorized office equipment, including:**

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

**The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

**F. Unauthorized Expenditures**

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

**G. Construction and Renovation**

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSOP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and

completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtml>).

FY 2013 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

*In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.*

#### **Approval Process:**

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

#### **H. Overtime and Backfill Guidance**

Personnel (SHSP and UASI) – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2013 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2013 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

#### **I. National Incident Management System (NIMS) Compliance**

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."

The NIMS Integration Center (NIC) recommends 38 NIMS Compliance Objectives for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at [www.fema.gov/pdf/emergency/nims/ngo\\_fs.pdf](http://www.fema.gov/pdf/emergency/nims/ngo_fs.pdf). To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities. Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (I-300), and Advanced Incident Command System (I-400) are also recommended. For additional guidance on NIMS training, please refer to [http://www.fema.gov/emergency/nims/nims\\_training.shtm](http://www.fema.gov/emergency/nims/nims_training.shtm). Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

**III. Reporting Requirements**

**1. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

**Programmatic Reporting Schedule**

Reporting Period	Report due to DENI no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

**2. Programmatic Reporting-BSIR**

**Biannual Strategic Implementation Report:**

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

**3. Reimbursement Requests:**

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

**4. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

**5. Monitoring:**

**Florida Division of Emergency Management  
US Department of Homeland Security Grants Program  
Grant Monitoring Process**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

**Frequency of annual monitoring activity:**

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

**Areas that will be examined include:**

Management and administrative procedures;  
Grant folder maintenance;  
Equipment accountability and sub-hand receipt procedures;  
Program for obsolescence;  
Status of equipment purchases;  
Status of training for purchased equipment;  
Status and number of response trainings conducted to include number trained;  
Status and number of exercises;  
Status of planning activity;  
Anticipated projected completion;  
Difficulties encountered in completing projects;  
Agency NIMS/ICS compliance documentation;  
Equal Employment Opportunity (EEO Status);  
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of

the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ↓ Equipment selection or available vendors
- ↓ Eligibility of items or services
- ↓ Coordination and partnership with other agencies within or outside the region or discipline
- ↓ Record Keeping
- ↓ Reporting Requirements
- ↓ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

#### **On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### **Site Visit Preparation**

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

#### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).



If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

**Post Monitoring Visit**

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

**A. Programmatic Point of Contact**

Contractual Point of Contact	Programmatic Point of Contact
Carolyn L. Coleman MSW FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9939 <a href="mailto:carolyn.coleman@em.myflorida.com">carolyn.coleman@em.myflorida.com</a>	Felicia Pinnock FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9958 <a href="mailto:felicia.pinnock@em.myflorida.com">felicia.pinnock@em.myflorida.com</a>

**B. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

## Attachment C

### Deliverables

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, the Recipient is to complete the following issues as described below throughout the agreement period to ensure compliance and coordination with the Homeland Security Grant Program. Items listed below are to be reviewed quarterly to ensure recipients' compliance. Documentation supporting the completion of the issues outlined below shall be submitted along with the Quarterly Financial report.

**Issue 5 – Local Planning, Training and Exercise:** This project will allow counties to execute a training plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

- Exercise expenditures will fund multi-disciplined exercises/drills and improve the overall readiness and capabilities of emergency response by testing emergency plans and procedures in accordance with gap analysis for all regions. Exercises will be designed utilizing 15 scenarios to evaluate plans, including contingency plans; develop or assess staff; examine risk strategies; validate training and evaluate processes. \$10,900.00

**Issue 16 – Regional Courthouse Security:** This project will continue the build-out of video monitoring capability for Region 2 courthouses by implementing enhancements.

- Video Surveillance System - \$20,000.00

**Attachment D**  
**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 (also known as the "A-102 Common Rule").
- 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)

C. Audit Requirements for State

- 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 use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant 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.
  5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.

**Attachment E**

**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>
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If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<b><u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)</b>	
<b><u>For example</u> PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399 within thirty (30) days of receipt, along with any interest earned on the advance)

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**Attachment F**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

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

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected 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 Monday – Friday 8am-5pm

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Licensing and Permitting

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

Attachment G

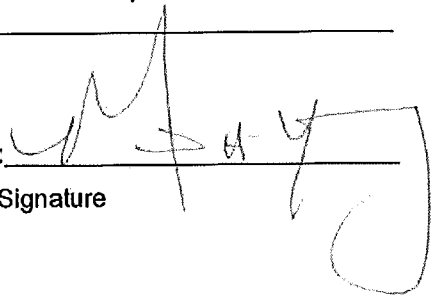
**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

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

**SUBCONTRACTOR:**

Gadsden County Sheriff's Office

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

Morris A. Young, Sheriff

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

339 E. Jefferson Street

\_\_\_\_\_  
Street Address

Quincy, Florida 32351

\_\_\_\_\_  
City, State, Zip

11/1/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Recipient's Name

14-DS-L5-02-29-01-\_\_\_\_

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Project Number



**Attachment H 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 I

**Reimbursement Check List**

**Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

**Equipment**

- 1. Have all invoices been included?
- 2. Has an AEL # been identified for each purchase?
- 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. If EHP form needed – has copy of it and approval from State/DHS been included?

**Planning**

**Consultants/Contractors (Note: this applies to contractors also billed under Organization)**

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- 4. Has the invoice from consultant/contractor been included?
- 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

**Salary Positions (Note: this applies to positions billed under M&A and Organization as well)**

- 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

**Training**

- 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- 2. Have sign-in sheets, rosters and agenda been provided?
- 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- 2. If travel is a conference has the conference agenda been included?
- 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

**Organization**

- 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

**Matching Funds**

- 1. Contributions are from Non Federal funding sources.
- 2. Contributions are from cash or in-kind contributions which may include training investments.
- 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

**For All Reimbursements - The Final Check**

- 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- 2. Have the costs incurred been charged to the appropriate POETE category?
- 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- 4. Has Form 3 been signed by the Grant Manager?
- 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- 6. Have the quantity and unit cost been notated on Form 4b?

## Board of County Commissioners Agenda Request

**Date of Meeting:** November 19, 2013

**Date of Submitted:** November 1, 2013

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

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

**Subject:** Official Adoption of Resolution #2013-030 For The Amended  
Gadsden County Local Mitigation Strategy Plan

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### **Statement of Issue:**

This agenda item seeks Board approval of Resolution #2013-030 to adopt an amendment to the Gadsden County Local Mitigation Strategy.

### **Background:**

Per the Federal Emergency Management Agency (FEMA), the Gadsden County Local Mitigation Strategy Working Group is required to review and update the Local Mitigation Strategy Plan in accordance set forth by the Robert T. Stafford Act of 2000. Each jurisdiction within the County as well as the County Commission must officially adopt the updated Local Mitigation Strategy Plan.

### **Analysis:**

The Gadsden County Local Mitigation Strategy has been reviewed and updated by the Local Mitigation Strategy Working Group. The amended Local Mitigation Strategy Plan has been officially adopted by the Cities of Gretna, Chattahoochee, Greensboro, Quincy, Havana, and Midway (*scheduled to be adopted by Midway City Council on November 7<sup>th</sup> 2013*) qualifying these cities for mitigation grant programs administered by the Federal Emergency Management Agency.

### **Fiscal Impact:**

Adoption of the Local Mitigation Strategy qualifies Gadsden County for mitigation grant programs administered by the Federal Emergency Management Agency.

**Options:**

1. Approve and adopt Resolution #2013-030 to amend the Local Mitigation Strategy Plan and authorize the Chair to execute Resolution #2013-030
2. Provide direction

**Recommendation:**

Option 1

**Attachment(s):**

1. The Amended Gadsden County Local Mitigation Strategy Plan
2. Resolution of Adoption by the Gadsden County Board of Commissioners
3. Resolutions of adoption from the Cities of Chattahoochee, Gretna, Greensboro, Quincy, Havana. *(A resolution from the City of Midway will be signed by the City Council on November 7<sup>th</sup> 2013.)*

# Gadsden County Local Mitigation Strategy, 2010 Update



Gadsden County Local Mitigation Strategy  
2010 Update

Authored by  
Cheryl Dippre and Anne Rokyta

This plan is a product of the  
Gadsden County Emergency Management Office  
339 E Jefferson Street  
Quincy, Florida

Comments and questions regarding the content of this plan may be addressed to  
Shawn Wood, Sr. PO Box 1709  
or Quincy, FL 32353  
Charles Brinkley 850-627-9233 or 850-875-8642  
Gadsden County Emergency Management

## **Acknowledgements**

This plan update was made possible by several organizations and individuals who are worthy of acknowledgement for their leadership, aid, and contributions.

The Florida Division of Emergency Management (DEM) and the Florida Planning and Development Lab at the Florida State University (FSU) partnered to establish an internship program to assist local governments in updating Local Mitigation Strategies. The two-year program began in 2009 and was funded through FEMA's Hazard Mitigation Grant Program. The program provides graduate students to Florida counties for a 12-week period to update the local plan. Peter Koeppel, Senior Planner for the Department of Urban and Regional Planning at FSU, managed the program and supervised interns with the assistance of Joshua Wickham, a graduate of the Master of Science in Planning program at FSU. Harrison Higgins, Associate Director of cityLAB at the University of California Los Angeles, developed and presented the training curriculum. Laura Herbert held the role of DEM liaison for the internship program.

Office space and resources for the interns were provided at the Gadsden County Sheriff's Office under Sheriff Morris Young.

The Gadsden County Appraiser Clay VanLandingham provided county property data for the vulnerability assessment. Taylor Moore, GIS Coordinator for the Appraiser's Office, assisted in interpreting the data.

Numerous individuals aided in the gathering of information and participation in the development of this plan.

## Adoption Resolutions

*§201.6(c)(5): The plan shall include “documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g. City Council, County Commissioner, Tribal Council). For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.”*

Attached hereafter are the adoption resolutions and/or ordinances from each the county and the six municipalities addressed in this plan. The Gadsden County resolution of adoption applies to all the unincorporated areas of the county while the resolution of adoption for each town or city includes those areas incorporated into that jurisdiction. The order of the resolutions attached is as follows, with the date of adoption for each jurisdiction in parenthesis:

Gadsden County (aaa x, xxxx)

City of Chattahoochee (aaa x, xxxx)

Town of Greensboro (aaa x, xxxx)

City of Gretna (aaa x, xxxx)

Town of Havana (aaa x, xxxx)

City of Midway (aaa x, xxxx)

City of Quincy (aaa x, xxxx)

## **FEMA Crosswalk**

Attached hereafter is the FEMA Plan Review Crosswalk, which is consistent with the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* as amended by Section 322 of the *Disaster Mitigation Act of 2000*, the *National Flood Insurance Act of 1968*, as amended by the *National Flood Insurance Reform Act of 2004*, and *44 Code of Federal Regulations Part 201 – Mitigation Planning*. The plan writers, State plan reviewers, and FEMA plan reviewers utilize this Crosswalk to assure the local mitigation plan satisfactorily fulfills code requirements.

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## **Executive Summary**

This updated Local Mitigation Strategy is a plan to reduce the vulnerability of people and structures from natural and human-caused hazards that occur in Gadsden County and its six municipalities. This plan is required by the Federal Emergency Management Agency (FEMA) in order for the local government agencies to receive funding for mitigation projects and must be updated every five years.

(purpose)

(context)

(public process)

(risk assessment/vulnerabilities)

(goals/projects)

(maintenance)



## **Section 1.0: Introduction**

The first Gadsden County Local Mitigation Strategy (LMS) was created in 1997 as a result of funding provided by the Florida Department of Community Affairs, Division of Emergency Management (DEM). The Capital Area Chapter of the American Red Cross updated the original LMS in 1999. In 2005, Disaster Strategies and Ideas Group, LLC revised the LMS, under contract from DEM. This document is the result of the five-year update cycle that began in 2010. This section describes the purpose and organization of this plan.

### **1.1 Purpose**

The local mitigation plan is the representation of a jurisdiction's commitment to reduce risks from natural hazards and serves as a guide for decision makers as they commit resources to reducing the effects of natural hazards. The plan also serves as the basis for the State to provide technical assistance and to prioritize project funding (Local Mitigation Plans Rule, 2002).

The *Disaster Mitigation Act of 2000* was adopted by the United States Congress to amend the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, authorizing a program for pre-disaster mitigation, among other purposes. The purpose of the program is to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters and to provide a source of pre-disaster hazard mitigation funding. The funding is to assist state and local governments in implementing effective hazard mitigation measures that are designed to ensure the continued functionality of critical services and facilities after a natural disaster. Approval of a mitigation plan for the jurisdiction is required in order to receive funding for hazard mitigation. The mitigation plans for local governments, such as this document, must describe actions to mitigate hazards, risks, and vulnerabilities identified in the plan and establish a strategy to implement those actions.

The Federal Emergency Management Agency (FEMA) is tasked with implementation of the pre-hazard mitigation programs. The specific requirements for local mitigation plans are located in Section 201.6 of Title 44, Chapter 1 of the Code of Federal Regulations, the federal law that regulates FEMA. The plan is required in order to receive Hazard Mitigation Grant Program (HMGP) funds and grants through the Pre-Disaster Mitigation (PDM) grant program. The plan is required to include documentation of the planning process, a risk assessment, a mitigation strategy, a plan maintenance process, and documentation of adoption by each jurisdiction for which the plan describes. Approval of the plan is subject to review by the State Hazard Mitigation Office and by the Region IV FEMA Office. Plans are required to be updated on a five-year cycle. The approval and update processes are further described in Section 6.0.

The State of Florida provides requirements in addition to FEMA requirements that must be met in order to obtain HMGP funding. The state requirements are set forth in Section 9G-22 of the Florida Administrative Code (Hazard Mitigation Grant Program, 2002) and require establishment of a Local Mitigation Strategy Working Group. The LMS Working Group is tasked with development and revision of a Local Mitigation Strategy, a plan to reduce identified hazards within a county. LMS is the term used in Florida for the local hazard mitigation plans developed to meet FEMA requirements. The Florida Division of Emergency Management (DEM)

develops a statewide hazard mitigation plan and acts as the local government’s liaison to FEMA, reviewing LMS documents to ensure compliance with the State plan as well as Federal requirements.

## 1.2 Organization of the Plan

The organization of this plan is adapted from the plan content requirements of §201.6 44 CFR Chapter 1(c). Sections 3.0 through 6.0 of this plan are modeled upon the code requirements while the remainder of the plan provides relevant information supporting the required content. Throughout this plan there is reference made to specific code requirements to aid the reader in understanding the organization and purpose of the plan sections. Table 1.1 provides a description of the contents for each section and appendix contained in this plan. The changes in plan organization from the 2006 LMS have been made to better reflect the plan content requirements and present supporting information in an orderly manner. Appendix A details how the 2006 LMS was reviewed, analyzed, and revised to create this updated plan.

**Table 1.1: Description of Plan Contents**

Plan Section	Contents
Section 1.0: Introduction	Describes the purpose of this plan, including the history, authorization, and requirements for developing this plan.
Section 2.0: Jurisdictional Context	Describes the context of Gadsden County and the six incorporated communities within the county that are included in this multi-jurisdictional plan. The section includes information on climate, population demographics, and growth trends.
Section 3.0: The Planning Process	Outlines the process used to develop this plan, identifies the key participants and their participation, and reviews the existing documents referred to during development of this plan.
Section 4.0: Risk Assessment	This section identifies and profiles all the hazards that may be experienced in Gadsden County and its communities and assesses vulnerability to each of the hazards.
Section 5.0: Mitigation Strategy	The Mitigation Strategy includes the goals, objectives, and actions for mitigation, provides a capability assessment, and outlines an implementation strategy to fund and achieve mitigation actions.
Section 6.0: Plan Maintenance Process	Describes how to monitor, evaluate, and update this plan, including continued public involvement.
Appendix A: Review and Revision Documentation	Contains a table that documents how each section of the 2006 version of the LMS was reviewed and where corresponding information can be found in this updated plan.
Appendix B: Public Meeting Documentation	Contains documentation of the public participation process for development of this plan.
Appendix C: Critical Facility Inventory	Contains a list of the critical facilities within Gadsden County.
Appendix D: Current Mitigation Strategies in Support Documents	Summarizes the hazard mitigation goals, objectives, and actions from jurisdictional comprehensive plans and other plans.
Appendix E: Project Prioritization Method	Outlines the project prioritization method used.

## **Section 2.0: Jurisdictional Context**

A critical step in any planning effort is first understanding local conditions. Most planning efforts occur locally because every place is unique. When developing a plan to achieve a set of goals there are many actions that can be taken to achieve a desired end state, however local conditions determine which actions are appropriate and which will not work for a particular place or community. This section summarizes the local condition of Gadsden County and its municipalities and describes anticipated development for each locality. This information is important for understanding the communities vulnerabilities, as identified in Section 4.3, and development of mitigation actions that will reduce the effects of hazards, as identified in Section 5.2.

### **2.1 Gadsden County Context**

(location and geography) Gadsden County is located between the Ochlocknee and Apalachicola rivers in the Florida panhandle. Just northwest of Tallahassee, Gadsden County borders Georgia and is not a coastal county. Gadsden County borders the Florida counties of Leon to the east, and Jackson and Liberty on the west. The Georgia counties of Decatur, Seminole, and Grady are to the north. Gadsden County contains about 512 square miles and spans about 38 miles from east to west and 22 miles from north to south at its widest points (Rupert, 1990).

(geology) Gadsden County lies within an area of Florida called the Northern Highlands, a geologic area distinguished from the Coastal Lowlands. The hilly topography is the result of erosion by running water. The elevation ranges from about 100 feet above mean sea level at the southern tip of the county to about 330 feet near Georgia. Gadsden County is located in a relatively geologically stable area (Rupert, 1990). The probability of an earthquake or other serious geologic hazards is low. However the county is susceptible to localized geologic hazards such as seasonal flooding, landslides, and sinkholes. Each hazard that may occur in Gadsden County is profiled in Section 4.0.

(climate) Gadsden County is located in the humid subtropical climate zone, which is typified by long hot, humid summers and mild, wet winters. The Florida Panhandle experiences two wet seasons: one in the winter when cold fronts move across the area from the north and another during the summer when convective coastal storms develop (National Climatic Data Center, n.d.). Hurricane season officially begins June 1 runs through the end of November with a season peak in August and September. July is the hottest month with an average high of 91°F and also receives the maximum average precipitation at 6.68 inches, which results in high humidity. The highest temperature experienced in Gadsden County is 102°F and has occurred during both June and July (The Weather Channel Interactive, Inc., 2010). January is the coldest month with an average low of 39°F and record low of 4°F. Snow is a rare occurrence, although freezes generally occur each year.

(population and demographics) The U.S. Census Bureau Population Estimates Program estimates a total population of 47,560 for Gadsden County as of July 1, 2008. However local expertise suggests that the total population of the county may be closer to 60,000. The disparity between the Census Bureau's records and the actual local condition are due to a lack of reporting. The overall response rate for the 2000 Census was 67%, leaving a lot of room for

error. Particular populations are hard to capture and include the poor, elderly, disabled, and immigrants. Local knowledge, supported by Census data, suggests these populations are relatively high in Gadsden County. They are often the same populations that are particularly susceptible to the impacts of hazards. For these reasons, it is particularly important for Gadsden County to give attention to these populations in matters of hazard mitigation and other public services.

(vulnerable populations statistics) Hazard mitigation is especially important for Gadsden County because a large proportion of the population is considered to be vulnerable. Vulnerable populations, also known as at-risk populations, include those persons who are physically and/or financially less able or unable to prepare, evacuate, and recover from natural hazards. The populations generally considered as vulnerable include the elderly, disabled, young, poor, and institutionalized. The 2006-2008 American Community Survey provides estimates based on data gathered from three years of annual surveys. This data set estimates that 22.8% of families and 27.6% of individuals in Gadsden County are below the poverty level, rates more than twice that of the U.S. as a whole. The data also indicates that about 15% of housing units are vacant, the median home value is \$93,800, and 5.5% of the population is foreign born.

(economy)

(summary) Gadsden County

## 2.2 Participating Jurisdictions

*§201.6(a)(4): "Multi-jurisdictional plans (e.g. watershed plans) may be accepted as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan."*

This is a multi-jurisdictional plan that includes all unincorporated areas of Gadsden County and the six incorporated municipalities within the county. All jurisdictions were represented in previous versions of the LMS and have continued their participation in the development of this plan. Each jurisdiction has at least one representative member on the LMS Working Group as detailed in Table 3.1. A discussion of each jurisdiction's participation is located in Section 3.3.2. A copy of each jurisdiction's ordinance or resolution adopting this plan is located in the preface of this document. The following is a general summary of each town or city within Gadsden County. Throughout this plan, each jurisdiction is identified as the content applies to specific towns or cities.

Chattahoochee is the second largest jurisdiction within Gadsden County with a population of 3,695 on July 1, 2008, according to the U.S. Census Bureau Population Estimates Program. The city is located at the northwestern most portion of the county and is home to Jim Woodruff Dam on the Apalachicola River and the Florida State Hospital. The Jim Woodruff Dam forms Lake Seminole near the confluence of the Chattahoochee and Flint rivers. Dedicated in 1957, the dam was constructed for hydroelectric power, flood control, and navigation (U.S. Army Corps of Engineers, 2008). Although the dam provides flood control measures, it is important to realize the possibility of dam failure and understand the consequences. The Florida State Hospital has been in operation since 1876 and currently serves 1,042 patients with mental illness and/or development disabilities. The 620-acre campus includes 223 buildings and maintains its own power, utility, and fire services. This facility is of particular interest to this

plan because of the concentration of a vulnerable population that is institutionalized and disabled. Furthermore, the facility is important to Florida's history and contains buildings listed on the National Register of Historic Places (Florida Department of Children and Families, 2010).

Greensboro is the smallest incorporated jurisdiction in Gadsden County with a July 1, 2008 estimated population of 600 people. The town is located in the western portion of the county, south of U.S. Interstate 10. According to the 2000 Census, a remarkably high proportion of Greensboro's population is Hispanic or Latino at 37.8 percent. It is then unsurprising to find that 23.7% of the population is foreign born and 36.9% of the population speaks a foreign language at home. These statistics indicate the need to provide hazard mitigation information in both English and Spanish.

Gretna is located northwest of Quincy on Highway 90. The estimated July 1, 2008 population for the city was 1,609 people. The 2000 Census recorded that only 6.1% of Gretna's population is white, 31.6% of the population is disabled, and 30.6% of individuals are below the poverty level. With such high rates of poverty and disabilities, the population of Gretna may be particularly vulnerable to hazards.

The Town of Havana is located in the northeast portion of the county. The moderate sized town had an estimated population of 1,695 on July 1, 2008. Havana has the highest proportion of elderly at 18.2% of the population, but has the lowest poverty rates in the county. Known for its antique shops and art galleries, Havana is dependant upon its retail economy that needs to be protected from hazards.

Midway is the youngest jurisdiction in the county, incorporated in 1987. As its name implies, the city is mid-way between Tallahassee and Quincy in the southeastern area of Gadsden County. The population estimate for July 1, 2008 was 2,752 people, making Midway the only jurisdiction within the county that has grown compared to the 2000 Census population record. Midway is also unique in that it has the lowest white population at just 4.6% and the highest poverty rates. However, because Midway is developing, it has the highest median home values in the county. Because there is active development in Midway, it is especially important to ensure that building and development regulations incorporate hazard mitigation measures.

Quincy is the Gadsden County seat and largest city in the county with a July 1, 2008 estimated population of 6,858. Centrally located in the county, Quincy's population reflects that of Gadsden County as a whole.

**Table 2.1: 2000 Census Demographic Summaries for Gadsden County Jurisdictions**

	Chattahoochee		Greensboro		Gretna		Havana		Midway		Quincy	
	#	%	#	%	#	%	#	%	#	%	#	%
Total Population	3,287	-	619	-	1,709	-	1,713	-	1,446	-	6,982	-
Pop. < 5 Years	179	5.4	58	9.4	129	7.5	97	5.7	127	8.8	527	7.5
Pop. > 65 Years	551	16.8	64	10.3	137	8.0	312	18.2	120	8.3	1,145	16.4
White	1,667	50.7	311	50.2	105	6.1	717	41.9	67	4.6	2,203	31.6
Black/African American	1,536	46.7	201	32.5	1,511	88.4	972	56.7	1,365	94.4	4,479	64.2
Hispanic/Latino	84	2.6	234	37.8	165	9.7	21	1.2	12	0.8	481	6.9

Group Quarters	957	29.1	0	0.0	0	0.0	9	0.5	0	0.0	63	0.9
Housing Units	1,188	-	230	-	553	-	762	-	559	-	2,917	-
Vacancy Rate	-	12.9	-	10.0	-	9.0	-	8.1	-	14.0	-	8.9
Disabled	549	24.7	128	22.7	484	31.6	435	27.7	335	25.3	1,563	24.8
Foreign Born	36	1.1	147	23.7	116	6.8	4	0.2	18	1.2	329	4.8
Foreign Language at Home	165	5.4	208	36.9	130	8.5	13	0.8	11	0.8	492	7.7
Families Below Poverty	142	21.0	23	15.3	102	25.9	51	11.1	99	26.2	304	16.8
Individuals Below Poverty	633	26.1	150	24.3	519	30.6	271	16.3	455	31.3	1,301	19.1
Median Home Value	\$51,100		\$48,600		\$41,100		\$69,900		\$73,900		\$60,000	

Source: U.S Census Bureau Fact Finder

## 2.3 Land Uses and Development Trends

*§201.6 (c)(2)(ii)(C): The plan should provide “a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.”*

Gadsden County is primarily rural in character with the majority of its unincorporated lands identified as agriculture, silviculture, and conservation. There are also significant areas identified as rural residential and mining. During the years from 2000 to 2008 Gadsden County municipalities annexed fairly extensive numbers of acres and expanded their tax bases while at the same time increasing the need to expand existing infrastructure to meet the needs of new construction. Like the majority of Florida during this period, Gadsden County realized a countywide building boom that was particularly focused in the Gretna and Midway communities. The year 2006 was significant in that property appraiser data reflects the addition of 447 new single-family homes compared to 98 new homes in 2000 and 148 in 2009. In that same year, application was made to DCA for land use changes to the county’s FLUM to convert more than 900 acres from “Agricultural” to Rural Residential” (Transmittal letter 1/3/2006). This type of land use change has declined significantly, according to Director of Planning and Zoning, Anthony Mellamy, the emphasis being on infilling within jurisdictional Urban Service Areas using appropriate land use categories. At the same time pressure for land use changes to accommodate large-scale development has decreased given recent economic trends (2009 GC EAR, page 12).

Currently Gadsden County has an excess of vacant properties to meet the needs of current and projected populations; either new homes having never been sold, properties made vacant by foreclosures or rental properties that have remained empty due to a decrease in demand. Vacant land evaluations derived from property appraiser data reveal that the majority of vacant properties are “Rural Residential” land use designations. The second largest category of vacant lands is “Agriculture 2” and “Agricultural 3”. Ag lands, Florida Managed lands and Conservation lands (including wetlands and flood prone areas) are not considered appropriate

for development currently (2009 EAR, page 13). See Table 3 for available developable acreage in the county as of 2009 Property Appraiser data.

To understand development trends in the six municipalities local officials from Chattahoochee, Greensboro, Gretna, Havana, Midway and Quincy, all members of the LMS Work Group, were asked for development projections in their jurisdictions for the next 5-10 years. Gretna, Havana, Midway and Quincy anticipate slow continued growth in residential construction. City managers in Greensboro and Chattahoochee see little to no residential construction partly due to fluctuating populations: Greensboro has seen some decline in local Hispanic populations, possible due to a reduction in workforce at a major local employer, Prime Mushroom. Similarly, the Florida State Hospital in Chattahoochee has experienced some reduction in staff and may be undergoing further changes. The primary development goals for each of the municipalities were said to be –

Chattahoochee – Continued improvements to the Jim Woodruff Dam are being made utilizing stimulus funds. The Dam was retrofitted with new generators by the Army Corps of Engineers in 2007; current improvements are cosmetic and ongoing. Continued improvements to River Walk Park are being made including the addition of a boat ramp with funds provided by Florida Fish & Wildlife.

Greensboro – The new fire department will be built and operational in the next few years. The town would like to continue to annex lands up to Interstate 10 and potentially take advantage of an economic development project being undertaken by Gretna to the east of the interstate. Greensboro has an agreement in place with Gretna to hook into their water supply which will resolve a major concern. The town has applied for and been granted funds to restore the historic Greensboro Train Station and will continue restoration of the Arts and Crafts Dezell House.

Gretna – An “entertainment multi-plex” will be built and operational within the next five years according to the to City Manager, Antonio Jefferson. This site is located on recently annexed lands that extend to the westerly boundary of the I-10 entrance. Economic development is a primary focus of the town as is improving and extending water, wastewater and drainage infrastructure to support existing and future development. Gretna has plans to annex additional lands to support its projects.

Havana – Two uncompleted subdivisions within Havana will be built-out and occupied within the next few years, according to Havana’s City Manager. These subdivisions will house approximately 215 people, a fairly significant increase for the small town. It is anticipated the town’s new stormwater drainage plan will be implemented and functioning within that period. The town is extending a water line a mile and a half to the north and inviting residents in that direction to tap into the town’s central water system. The historic district will continue to be an economic focus for Havana.

Midway – Midway has been the site of the largest increase in residential construction over the last five years. In the next five years the town would like to expand its commercial base to provide amenities and employment for residents, possibly converting some residential land uses to commercial. A functional central wastewater treatment system is a primary goal to support commercial development. The city manager in Midway would like to see a judicial complex in the town as well as a police station and second fire department operational in the

next five years. Another goal is for the town to open a charter school for residents, pre-k to fifth with the goal of adding one grade per year over 3 years.

Quincy – Waiting for comment

Centrally located in the Florida Panhandle, Gadsden County has approximately 330,368 acres or 516.2 sq miles, spread throughout its six municipalities. Historically known for its acres of shade tobacco and as the original home of Coca Cola, Gadsden County remains a predominately rural county.

In general, population growth in Gadsden County has continued to increase in the last decade averaging 1.3% from 2000-2007 (2009 Ear, page 2). The county experienced a 2.5% increase in 2007, consistent with the numbers of new housing added to the tax rolls in that year and the year previously. Population figures differ according to the inclusion of inmates in the county's correctional facilities and State Hospital but were projected as being approximately 49,398 persons in 2007 (BEBR). See Table 2 for population projections through 2030 taken from the Data and Analysis Section of the Comp Plan Public School Element.



## Section 3.0: The Planning Process

*§201.6 (b): "An open public involvement process is essential to the development of an effective plan."*

*§201.6 (c)(1): The plan shall include "documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved."*

The opportunity for the public and other interests to participate in the process establishes the comprehensive approach necessary to reduce the effects of natural disasters. This section outlines the process, participation, and resources used in development of this Local Mitigation Strategy (LMS) update.

### 3.1 Plan Preparation

\*narrative description of the process followed to prepare the updated plan (4A)

The process

#### 3.1.1 Organizing Resources

#### 3.1.2 Assessing Risks

#### 3.1.3 Developing the Mitigation Plan

#### 3.1.4 Implementing the Plan and Monitoring Progress

### 3.2 Plan Developers

\*who was involved in the current planning process (4B)

#### 3.2.1 Local Mitigation Strategy Working Group

Each county that elects to participate in the Hazard Mitigation Grant Program (HMGP) must have a formal LMS Working Group as established by the State Hazard Mitigation Grant Program Rule (2002), specifically, Florida Administrative Code §9G-22.004. The LMS Working Group is responsible for the development and implementation of the LMS. The group includes representation from various agencies of county government, all interested municipalities within the county, and other interested organizations and groups. The membership of the LMS Working Group during the development of this plan update is indicated in Table 3.1.

**Table 3.1: 2010 LMS Working Group Membership**

Member	Title	Organization
Shawn Wood, Sr., Chairman	Emergency Management Director	Gadsden County Sheriff's Office
Charles Brinkley, Vice-Chair	Emergency Management Coordinator	Gadsden County Sheriff's Office
Don Crump	Director	Gadsden County EMS
Andre Walker	Coordinator	Gadsden County Fire Services
Marlon Hunter	Administrator	Gadsden County Health

		Department
Robert Presnell	Director	Gadsden County Public Works
Elmon "Lee" Garner	City Manager	City of Chattahoochee
William "Buddy" Pitts	Mayor	Town of Greensboro
Antonio Jefferson	City Manager	City of Gretna
Howard L. McKinnon	Town Manager	Town of Havana
Agatha Muse-Salters	City Manager	City of Midway
Jack L. McClean, Jr.	City Manager	City of Quincy
Howard Smith	Fire Chief	City of Quincy Fire Department

Source: LMS Working Group as of May 2010

### 3.2.2 Planning Team

The planning team consisted of the Gadsden County Emergency Management staff and interns.

**Table 3.2: Planning Team**

Name	Title	Organization
Shawn Wood, Sr.	Emergency Management Director	Gadsden County Sheriff's Office
Charles Brinkley	Emergency Management Coordinator	Gadsden County Sheriff's Office
Cheryl Dippre	LMS Intern, Master's Candidate	Florida State University Department of Urban and Regional Planning
Anne Rokyta	LMS Intern, Master's Candidate	Florida State University Department of Urban and Regional Planning

### 3.3 Participation

*§201.6(b)(1) & (2): The planning process shall include "an opportunity for the public to comment on the plan during the drafting stage and prior to plan approval; an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process."*

The LMS Working Group held two public meetings at which the development of the LMS was discussed and decisions were made regarding the content of the plan. All of the meetings were publicly noticed and interested parties were invited to attend. Appendix B contains the list of attendees and minutes for each of the meetings. The following summarizes the topics discussed at each meeting regarding the development of this LMS.

**June 10, 2010:** Review of the purpose of the plan and requirements for five-year revisions to the plan, discussion of hazards to be included in the plan, and review of the critical facilities list to be included in the plan.

**July 8, 2010:** Discussion of updates to goals, objectives, and action strategies, and prioritization of mitigation strategies.

### **3.3.1 Public Participation**

\*how the public was involved (4C)

All meetings of the LMS Working Group are public meetings, which must be noticed and recorded according to the requirements of the Sunshine Law, §286.011 of the Florida Statutes (2009). For each of the meetings held, public notice was provided through publication in the local newspapers, posted on the Gadsden County web page, and physically posted at the Gadsden County Sheriff's Office at least one week before the date of the meeting.

In addition to the public meetings, input was invited in writing.

### **3.3.2 Jurisdictional Participation**

\*describe how jurisdictions participated; identify new, continuing or withdrawn communities (3A, 3B)

Each municipality within Gadsden County is represented by at least one member of the LMS Working Group. In addition to regular member representation, departments of each jurisdiction were directly notified of the meetings by email or post mail two weeks prior to each meeting. A list of the jurisdictional departments that were contacted directly for one or more of the meetings is located in Appendix X.

### **3.3.3 Other Participation**

\*opportunity for neighboring communities, agencies, businesses, academia, nonprofits, and other interested parties involved in the planning process (4D)

The emergency management agencies for each of the surrounding counties were also directly notified of the meetings. Other

## **3.4 Review of Existing Plans, Studies, Reports, and Technical Information**

*§201.6(b)(3): The planning process shall include "review and incorporation, if appropriate, of existing plans, studies, reports, and technical information."*

\*describe the review and incorporation of existing plans, studies, reports and technical information (4E)

reference Appendix D

## Section 4.0: Risk Assessment

§201.6(c)(2): The plan shall include “a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.”

This section identifies all the natural hazards that may affect Gadsden County as well as the human-caused hazards of particular concern in the county. Historic documentation of each hazard is described in terms of type, location, and extent in Section 4.2. Section 4.3 summarizes the vulnerabilities and impacts of each hazard on the community in terms of existing and future structures and an estimate of potential losses. Throughout this chapter, consideration is given to specific jurisdictions as they vary from the entire planning area.

### 4.1 Hazard Identification

Table 4.1 summarizes the Presidential Declarations of major disaster and emergency in which Gadsden County has been eligible for federal relief dollars. A Presidential Major Disaster Declaration puts into motion long-term federal recovery programs that aid disaster victims, businesses, and public entities. An Emergency Declaration is more limited in scope, providing assistance for a specific emergency need or to prevent a major disaster (FEMA, 2010).

**Table 4.1: Presidential Major Disaster and Emergency Declarations, 1953 to 2009**

Date	Declaration Number	Hazard Description	Federaid Federal Relief (2009 Dollars)	President
<b>Major Disaster Declarations</b>				
12/03/1985	756	Hurricane Kate	\$15,661,739	Regan
04/03/1990	862	Severe storms and flooding	\$3,306,237	Bush
07/10/1994	1035	Severe storms and flooding, Tropical Storm Alberto	\$43,923,764	Clinton
01/06/1998	1195	Severe storms, high winds, tornadoes	\$125,737,701	Clinton
06/18/1998	1223	Extreme fire hazard	\$21,812,532	Clinton
09/28/1998	1249	Hurricane Georges	\$164,487,222	Clinton
06/17/2001	1381	Tropical Storm Allison	\$25,742,095	GW Bush
09/04/2004	1545	Hurricane Frances	\$1,790,470,157	GW Bush
09/16/2004	1551	Hurricane Ivan	\$1,498,824,552	GW Bush
08/24/2008	1785	Tropical Storm Fay	\$146,710,895	GW Bush
04/21/2009	1831	Severe storms, flooding, tornadoes, and straight-line winds	\$38,236,892	Obama
<b>Emergency Declarations</b>				
07/08/1994	3114	Tropical Storm Alberto	\$3,941,610	Clinton
09/25/1998	3131	Hurricane Georges	\$44,238,063	Clinton
04/27/1999	3139	Florida Fires	\$1,430,629	Clinton
09/05/2005	3220	Hurricane Katrina Evacuation	\$4,095,760	GW Bush

Date	Declaration Number	Disaster Description	Statewide Federal Relief (2009 Dollars)	President
08/21/2008	3288	Tropical Storm Fay	\$54,933,664	GW Bush

Source: Public Entity Risk Institute (PERI), n.d.; FEMA Disaster Information, 2010

The LMS Working Group originally reviewed emergency management materials and conducted their own analysis based on recent disasters and personal knowledge of the county to identify hazards to the county and its communities. As a part of the 2010 update process, the planning team reviewed the hazards identified in the 2006 LMS and revised them to reflect the order and grouping of hazards identified by the Draft Enhanced State Hazard Mitigation Plan 2010 (DEM). Hazards that do not occur in Gadsden County were omitted from this plan. Table 4.2 outlines the various hazard events addressed by this plan.

Natural events become hazards when they negatively affect people and property. Although this section describes natural events, it is the components of the events that are the hazards. For example, hazards that occur with strong storms include flooding and wind. Table 4.2 identifies the particular hazards that occur with each event identified in this plan.

**Table 4.2: Hazard Identification**

Hazard Event	How Identified	Why Identified	Associated Hazards
<b>Flooding and Dam Failure</b>	<ul style="list-style-type: none"> <li>Presidential declarations</li> <li>Review of Federal Flood Insurance Rate Maps (FIRMs)</li> <li>Historical record</li> <li>Presence of Jim Woodruff Dam</li> </ul>	<ul style="list-style-type: none"> <li>Flooding is a hazard event that occurs with heavy rains from commonly occurring tropical and strong storms</li> <li>Floods have caused extensive damage and loss of life in past events</li> <li>Public and private water systems are susceptible to failure</li> <li>Dam failure could cause extensive damage and loss of life</li> </ul>	<ul style="list-style-type: none"> <li>Inundation</li> <li>Debris Flow</li> <li>Erosion</li> <li>Health</li> <li>Structural</li> </ul>
<b>Hurricanes and Tropical Storms</b>	<ul style="list-style-type: none"> <li>Presidential declarations</li> <li>Historical record</li> <li>Identified as Hurricane-Susceptible Region on Wind Zone map, <i>Figure 4.6</i></li> </ul>	<ul style="list-style-type: none"> <li>Tropical storms commonly affect the Gulf Coast and eastern seaboard of the United States</li> <li>Official hurricane season June through November</li> </ul>	<ul style="list-style-type: none"> <li>Heavy rain</li> <li>Flooding</li> <li>High winds</li> <li>Lightning</li> <li>Tornadoes</li> <li>(Storm surge)</li> </ul>
<b>Severe Storms and Tornadoes</b>	<ul style="list-style-type: none"> <li>Presidential declarations</li> <li>Historical record</li> </ul>	<ul style="list-style-type: none"> <li>Thunderstorms are a regular occurrence in late spring and summer</li> </ul>	<ul style="list-style-type: none"> <li>Lightning</li> <li>Heavy rain and flooding</li> <li>High winds</li> <li>Hail</li> <li>Tornadoes</li> </ul>
<b>Wildfire</b>	<ul style="list-style-type: none"> <li>Presidential declarations</li> <li>Historical record</li> </ul>	<ul style="list-style-type: none"> <li>Wildfire is a year-round hazard with the highest risk in March and early spring</li> <li>Wildfire can occur due to the natural cause of lightning, but more often occurs</li> </ul>	<ul style="list-style-type: none"> <li>Fire</li> <li>Air Quality</li> </ul>

Hazard Event	How Identified	Why Identified	Associated Hazards
		to human error and negligence	
Drought and Extreme Heat	Historical record	Periods of drought and extreme heat provide conditions ripe for wildfire and are damaging to crops	Fire Health Agricultural damage
Winter Storms and Freezes	Historical record		Health Flooding
Geological Hazards	Historical record		Agricultural damage Flooding
Hazardous Materials	Historical record Identified transportation routes		
Human Caused	Inherent potential in urbanized areas		

Source: LMS Working Group, authors' research

## 4.2 Hazard Profiles

*§201.6(c)(2)(i): The risk assessment shall include "a description of the type, location, and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events."*

Part of what makes hazard events dangerous is that they are relatively unpredictable, not only in when they will occur, but also in how bad they will be. Understanding each type of hazard event, where they can occur, how strong they can be, and the historical record can help us be better prepared for the most likely scenario.

The descriptions of the hazards are primarily sourced from the Federal Emergency Management Agency (FEMA) and the National Weather Service (NWS) a division of the National Oceanic and Atmospheric Administration (NOAA). These descriptive explanations are relatively straightforward; however identifying historical events poses a challenge. Hazard events are only hazard events if they harm human life or property, can only be recorded if a witness reports them, and those records are only as good as the witness' information. With technological advances and widespread resident populations, recent historical records are now fairly reliable, however there are so many events, that most database resources qualify the events of which they maintain record. Other than local knowledge and records, the historical record relies on two data sources: the National Climatic Data Center (NCDC) Storm Events Database and the Spatial Hazard Events and Losses Database for the United States (SHELDUS).

The NCDC Storm Events Database provides records of weather events from 1993 to the present and is updated regularly with about a 120-day lapse between the occurrence and entry into the database. Because most events are widespread and do not respect jurisdictional boundaries, property and crop damage figures are estimates recorded as the total damage for the event, not limited to Gadsden County. Dollar amounts are not adjusted for inflation.

The SHELDUS 7.0 is a product of the Hazards & Vulnerability Research Institute (2009). Data is collected for the county level of analysis and includes all monetary or life causing events from 1960 to 1975, and 1995 to 1998. Between the years of 1976 and 1995 data was collected only for events that caused loss of life or damage in excess of \$50,000. Future versions of SHELDUS will contain more detailed data for the years between 1976 and 1995. Property damage for SHELDUS data is calculated by evenly distributing the total losses between the counties affected by the event. Deaths and injuries are reported in the same manner.

The Storm Events Database is the primary resource for historical data for most of the hazard events described in this plan. SHELDUS and local sources were used to corroborate and expand upon this data therefore property damage is reported twice in the instances that both NCDC and SHELDUS recorded the event. Events sourced solely from the 2006 LMS plan are identified with an asterisk (\*). The events and property damage reported only by SHELDUS and are denoted with a tilde (~).

#### **4.2.1 Flooding and Dam Failure**

Flooding is the general or temporary condition of partial or complete inundation of normally dry land by surface water runoff from any source. Floods are one of the most common hazards, but can have very different attributes. Flooding often occurs due to heavy rains with tropical and severe storms, snowmelt, water or sewer infrastructure failure, and dam failure. Property damage, injury, and death are the primary effects of flooding events and often occur due to strong flood currents and inundation of sediment or debris filled water.

Although dam failure is a rare occurrence, its impacts can be devastating. Because dams hold back significant amounts of water, sudden release of the water is likely to cause flash flood conditions. Flooding may occur well above regulatory floodplain levels, fast flowing water can cause extensive damage to structures, severe erosion, and threaten lives by catching people unaware.

##### **Flooding**

The floodplain locations in Gadsden County are primarily along the low-laying rivers and creeks that flow through the county. Even though the flooding risks to Greensboro, Gretna, and Havana are low because streams flow away from or around the municipalities, all jurisdictions in Gadsden County are subject to flood events because other low-lying and poorly drained areas may also experience flooding.

The National Flood Insurance Program (NFIP) was established by the *National Flood Insurance Act of 1968*. In order to provide flood insurance, the NFIP must assess and reduce the flood risk to minimize costs. The assessment of risks is done through mapping. Flood Insurance Rate Maps (FIRMs) identify the geographic location and probability of flooding risks. Because extent of flooding is measured in depth, elevation and probability of occurrence are linked. The national standard for identifying flood risks is the 1% annual chance flood, also known as a 100-year flood. FIRMs identify Special Flood Hazard Areas (SFHAs) that are susceptible to the 1% annual flood as well as the 0.2% annual flood, or 500-year flood, and floodways. Table 4.3 identifies the zones associated with SFHAs and other flood areas. Gadsden County's FIRMs were updated on February 4, 2009. Figure 4.1 shows the 100-year floodplains as determined by

FEMA's National Flood Insurance Program. The largest floodplain areas are associated with the Apalachicola, Little, and Ochlocknee rivers. The creeks of primary concern are Attapulcus, Bear, Ocklawaha, Quincy, Richlander, and Swamp.

**Table 4.3: Flood Insurance Rate Map (FIRM) Flood Zones**

<b>Special Flood Hazard Areas Subject to Inundation by the 1% Annual Chance Flood</b>		The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
	<b>A</b>	No Base Flood Elevations determined.
	<b>AE</b>	Base Flood Elevations determined.
	<b>AH</b>	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
	<b>AO</b>	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
	<b>AR</b>	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
	<b>A99</b>	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
	<b>V</b>	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
	<b>VE</b>	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
<b>Floodway Areas in Zone AE</b>		The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
<b>Other Flood Areas</b>	<b>X</b>	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
<b>Other Areas</b>	<b>X</b>	Areas determined to be outside the 0.2% annual chance floodplain.
	<b>D</b>	Areas in which flood hazards are undetermined, but possible.

Source: Gadsden County Flood Insurance Rate Map legend, 2009

obtain and insert image

**Figure 4.1: Gadsden County 100-year Floodplains**

Source: National Flood Insurance Program Flood Insurance Rate Maps for Gadsden County, 2009

Table 4.4 summarizes flooding events recorded by NCDC and SHELDUS. Some records included in the 2006 LMS, which were collected from NCDC, did not appear in the query for this plan update. Also, the Location names have been changed. The reasoning for the omissions and changes of "Location" names is unknown. In order to keep the most comprehensive and useful records, Table 4.4 includes the records from the 2006 LMS that have been removed from the NCDC records and "Location" field names have been modified by the authors to provide a more useful description of the event. Events sourced solely from the 2006 LMS plan are identified



with an asterisk (\*). The events and property damage reported only by SHEL DUS and are denoted with a tilde (~).

**Table 4.4: Historical Flooding Events for Gadsden County, Florida**

Location	Date	Type	Deaths	Injuries	Property Damage	Other Damage
1. Gadsden County~	09/21/1969	Flooding – Severe Storm/ Thunder Storm	0.00	0.00	\$2,135,000	\$650,000
2. Gadsden County~	09/12/1979	Flooding – Severe Storm/ Thunder Storm	0.00	0.04	\$74,627	\$0
3. Gadsden County~	10/03/1992	Flooding	0.00	0.00	\$3,125	\$0
4. Tropical Storm Alberto/NW Florida Panhandle*	07/05/1994	Flood	0.00	0.00	\$100,000	\$0
5. Peninsular; Tropical Wave/Panhandle	09/15/1994	Flooding	0.00	0.00	\$500,000 \$926	\$0
6. West-central Fl; Tropical Depression #10	10/02/1994	Flood	0.00	0.00	\$5,000,000 \$31,250	\$0
7. FL2007 - 009>019 – 026>029 – 034; El Nino/Statewide	03/10/1998	Flood	0.00	0.00	\$367,000,000 \$21,588,235~	\$0
8. Excessive Rainfall/ Panhandle*	08/06/2001	Minor Flood	0.00	0.00	\$25,000	\$0
9. East Portion; Gadsden County – excessive rainfall	09/14/2002	Flash Flood	0.00	0.00	\$10,000 \$10,000~	\$0
10. Quincy	04/02/2009	Flash Flood	0.00	0.00	\$0	\$0
11. Midway	12/02/2009	Flood	0.00	0.00	\$0	\$0

Sources: National Climatic Data Center Storm Events Database, 2010; Gadsden County LMS, 2006(\*); and Hazards & Vulnerability Research Institute, 2009 (~)

(mitigation) There are several factors that may affect the severity of flooding events and should be considered for incorporation into mitigation strategies. Surface conditions affect stormwater runoff characteristics. Solid, or impermeable, surfaces, steep slopes, and saturated soil conditions prevent absorption of rainwater into the ground and contribute to stormwater management concerns and increase the potential for flash flooding. Obstructions or encroachments into the floodplain reduce the capacity of the floodway resulting in greater flood depths and velocities. Debris and contamination cause additional damage with flooding events. Debris contributes to losses and may create a damming effect in combination with obstructions. Contamination from various industrial or commercial uses and sewer treatment facilities exacerbate damage to property and public health.

[hazards remedied by not building in floodplains and improving drainage – which include projects such as channelization, drainage ditches, and storm water retention; impact to environment] (

### Floodplain Management

“Floodplain management is the operation of a community program of corrective and preventative measures for reducing flood damage” (FEMA, 2009b). [measures generally include requirements for zoning, subdivision or building and special-purpose floodplain ordinances]

NFIP

CRS

Repetitive Loss

### Dam Failure

There are 28 dams located throughout Gadsden County. The dams are located in unincorporated areas, but several municipalities may be affected by a dam failure. Chattahoochee, Midway, and Quincy all have streams running through them with dams upstream from the municipal boundaries. Table 4.5 provides a list of the dams identified by the Army Corp of Engineers. The National Inventory of Dams (NID) was updated in 2009 and includes those dams that meet the following criteria: 1) high hazard classification – loss of one human life is likely if the dam fails; 2) significant hazard classification – possible loss of human life and likely significant or environmental damage; 3) equal or exceed 25 feet in height and exceed 15 acre-feet in storage; or 4) equal or exceed 50 acre-feet in storage and exceed 6 feet in height (NID, 2009). The “Hazard” field in Table 4.5 does not refer to the NID hazard classification, but instead is a generalized and assumed extent of flooding potential based solely on the storage capacity of the dam. This field does not represent the potential of the dam to fail or consider loss of life or property damage in the case of dam failure. Four categories are utilized: 1) “Low” for storage up to 100 acre-feet; 2) “Moderate” for 100 to 999 acre-feet; 3) “High” for 1,000 to 99,000; and 4) “Severe” for more than 100,000 acre-feet.

Table 4.5: Gadsden County Dams

Dam Name (owner type)	NID#	Stream	Dam Height (feet)	Pool Storage (acre-feet)	Primary Purpose	Hazard*
1. Suber Cattle Co. Dam (private)	FL00104	Tributary - Telogia Creek	24	680	Irrigation	Moderate
2. Imperial Nursery (private)	FL00106	Vote Creek	18	143	Irrigation	Moderate
3. Tallavana Dam (private)	FL00109	Hurricane Creek	25	1250	Recreation	Moderate
4. Lake Yvette Dam (private)	FL00110	Little Monroe Creek	28	233	Recreation	Moderate
5. Peavy Dam (private)	FL00111	Tributary - Mill Creek	21	70	Recreation	Low

Dam Name (owner type)	NIDID	River	NID Height (feet)	NID Storage (acre-feet)	Primary Purpose	Hazard*
6. Butler Dam No. 1 (private)	FL00112	Tributary - Attapulgus Swamp	27	89	Fire protection, stock, or small fish pond	Low
7. Butler Dam No. 2 (private)	FL00113	Tributary - Ochlockonee River	24	238	Irrigation	Moderate
8. Jim Woodruff Dam (Federal)	FL00435	Apalachicola River	92	406,200	Navigation, hydroelectric, Flood control	Severe
9. Monroe Estates Dam (private)	FL00502	Tributary - Double Branch	18	90	Fire protection, stock, or small fish pond	Low
10. Suber Dam (private)	FL00507	Telogia Creek	13	64	Recreation	Low
11. White Farm Pond (private)	FL0509	Tributary - Richlander Creek	22	51	Fish and wildlife pond	Low
12. Maxwell Dam (private)	FL00510	Cox Creek	16	122	Flood control	Moderate
13. F. Smith Dam (private)	FL00511	Tributary - Attapulgus	17	113	Recreation	Moderate
14. Timber Dam (private)	FL00512	Unnamed	20	66	Recreation	Low
15. Delancy Pond Dam (private)	FL00513	Tributary - Mill Creek	15	65	Recreation	Low
16. Dover Dam (private)	FL00514	Holley Branch	15	69	Flood control	Low
17. Williams & Shelt (private)	FL00517	Tributary - Little River	21	69	Irrigation	Low
18. Touchton Dam (private)	FL00519	Hurricane Creek	20	80	Irrigation	Low
19. DNR Dam (State)	FL00520	Tributary - Little River	35	196	Recreation	Moderate
20. Anderson Dam ( )	FL00521	-	30	12,000	Recreation	High
21. Coastal Lumber Dam (private)	FL00524	Tributary - Little River	18	59	Recreation	Low
22. F. Butler Dam (private)	FL00525	Long Branch	15	60	Flood control	Low
23. Womac Dam (private)	FL00527	Quincy Creek	15	460	Recreation	Moderate
24. King Edward Dam (Private)	FL00528	Rocky Comfort Creek	20	53	Fish and wildlife pond	Low

Dam Name (owner type)	NIDID	River	NID Height (feet)	NID Storage (acre-feet)	Primary Purpose	Hazard*
25. Hospital Pond Dam ( )	FL00543	North Mosquito Creek	10	132	Water supply	Moderate
26. No name 1 ( )	FL00587	Tributary - Little River	30	149	Fire protection, stock, or small fish pond	Moderate
27. Fryer Dam (private)	FL01003	Vote Creek	13	128	Irrigation	Moderate
28. None	FL01004	Tributary - Rocky Comfort Creek	18	54	Irrigation	Low

Source: National Inventory of Dams (2010), authors' analysis

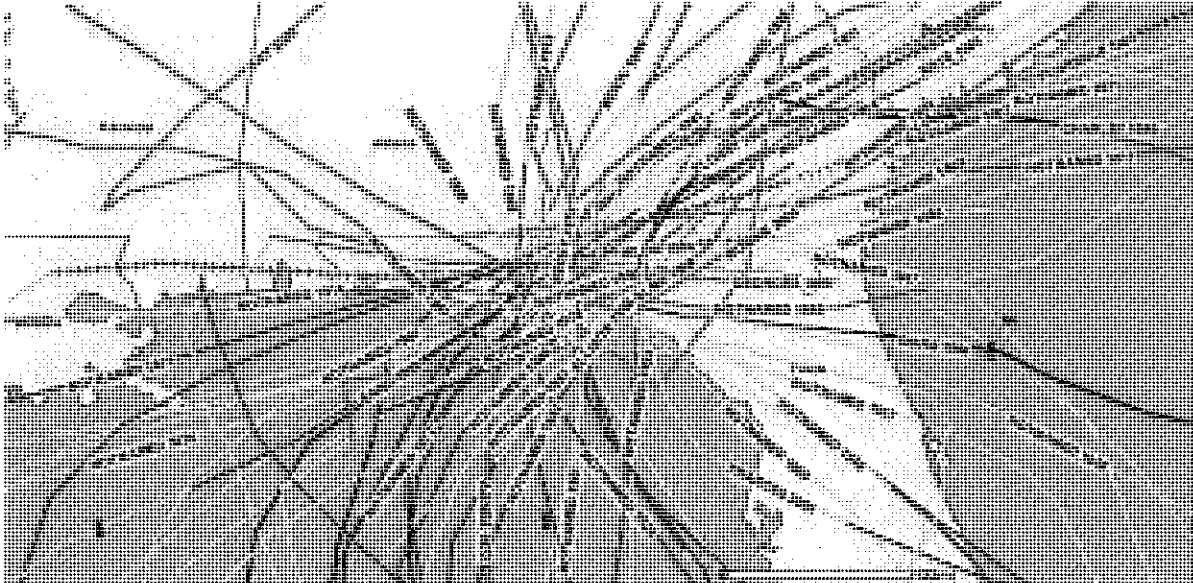
There have been no recorded dam failures within the county. This does not mean that no failures have or will occur. Most dams in Gadsden County are privately owned earthen dams that serve for irrigation or recreation purposes and could fail without widespread impact or knowledge of the occurrence. The concern lies with the dams that hold back significant amounts of water. Only two dams are ranked in the "High" or "Severe" hazard category as defined by this plan. Anderson Dam, east of Havana, holds about 12,000 acre-feet of water and would likely flood Concord Road (County Road 157) if it were to fail. It would flow toward the Ochlocknee River and may impact Iron Bridge Road (County Road 153). The largest dam, by far, is Jim Woodruff Dam located northeast of Chattahoochee on the Apalachicola River. Jim Woodruff Dam creates Lake Seminole at the confluence of the Chattahoochee and Flint rivers. This is a federally owned dam which provides hydroelectric power, recreation, and flood control. Failure of this dam would have a huge impact in Gadsden County as well as all locations along the Apalachicola River to the Gulf of Mexico. Based on the lack of historical record and knowledge that major dams are properly engineered and maintained, the probability of dam failure is very slim.

#### 4.2.2 Hurricanes and Tropical Storms

A tropical cyclone is a low-pressure system with an organized circulation that forms over tropical or subtropical waters. The terms "hurricane," "typhoon," and "severe cyclonic storm" are regionally specific names for tropical cyclones with maximum sustained surface winds of 74 mph (Atlantic Oceanographic and Meteorological Laboratory, n.d.). "Hurricane" is the term used for such intense tropical storms that occur in the Atlantic Basin and are experienced along the Gulf of Mexico and eastern seaboard of the United States. Tropical cyclones that have maximum sustained surface winds of less than 39 mph are called "tropical depressions." If the storm exceeds 39 mph it is called a "tropical storm" and assigned a name. Each of these events can bring several hazards including storm surge, strong winds, heavy rains, inland flooding, tornadoes and lightning.

All jurisdictions within Gadsden County are equally susceptible to the direct and indirect effects of hurricanes and tropical storms. A typical hurricane-strength tropical cyclone is about 300 miles wide, but tropical storms can vary from less than 100 miles wide to over 1,000 miles wide (Cooper & Cain, 2010). The hurricane force winds (74 mph) and gale force winds (39 mph) can extend 150 to 300 miles out, respectively, from the center of a hurricane causing wide

swaths of damage even far from the eye of the storm (Cooper & Cain, 2010) Figure 4.1 shows the tracks (estimated path of storm center) of 96 tropical cyclones since 1851 that have passed within 50 statute miles of zip code 32351 (Quincy, FL) (NOAA Coastal Services Center, 2010). Because storms vary in size, many other storms have affected the area, but their centers were more than 50 miles away. The areas susceptible to flooding that may occur with the heavy rains associated with tropical storms are described in Section 4.2.1 of this document. Because Gadsden County is landlocked, there is no risk of storm surge within the county.



**Figure 4.2: Historical Hurricane Tracks within 50 Statute Miles of Zip Code 32351 (Quincy, FL), 1851 through 2009**

Source: NOAA Coastal Services Center, 2010

Hurricanes are classified into five categories based on the Saffir-Simpson Hurricane Wind Scale as summarized in Table 4.6. The scale does not address the potential for hurricane-related impacts other than wind. Earlier versions of this scale, known as the Saffir-Simpson Hurricane Scale, incorporated components of central pressure and storm surge into the categories; however, wind speed and storm surge are not directly correlated. The scale was updated in 2010 to reduce public confusion about the impacts associated with the various hurricane categories. Generally, damage rises by about a factor of four for every category increase (NOAA National Hurricane Center, 2010).

**Table 4.6: Saffir-Simpson Hurricane Wind Scale**

Category	Winds (1 minute sustained winds)	Summary
1	74-95 mph	Very dangerous winds will produce some damage.
2	96-110 mph	Extremely dangerous winds will cause extensive damage.
3	111-130 mph	Devastating damage will occur.
4	131-155 mph	Catastrophic damage will occur.

5	> 155 mph	Catastrophic damage will occur.
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Source: NOAA National Hurricane Center, 2010

Table 4.7 summarizes the intensity of the 52 tropical cyclones that have passed within 50 statute miles of zip code 32351 (Quincy, FL) since 1851 as queried from the NOAA Coastal Services Center Historical Hurricane Tracts Tool (2010). The query returned 96 records, several of which listed the same storm with slightly different data. We consolidated the list and have reported the first occurrence of each storm. The tracks of these storms are shown in Figure 4.2. Just over half of the recorded storms for the area were first classified as tropical storms. Thirty percent of the storms whose centers passed over or within 50 miles of Gadsden County were first identified as hurricane force storms. The storms may have been downgraded prior to hitting Gadsden County. None of the storms were Category 4 or 5 hurricanes. The strongest recorded storm was a unnamed Category 3 storm in October 1894 that reached wind speeds of 105 mph. Table 4.8 lists the storms that have passed within 50 statute miles of Quincy since 1990.

**Table 4.7: Summary Classification of Tropical Cyclones Passing within 50 Statute Miles of Zip Code 32351 (Quincy, FL) 1851 through 2009**

Classification	Description	Number of Storms
Tropical Depression	Wind speed <39 mph	7
Tropical Storm	Wind speed 39 to 73 mph	27
Category 1 Hurricane	Wind speed 74 to 95 mph	7
Category 2 Hurricane	Wind speed 96 to 110 mph	7
Category 3 Hurricane	Wind speed 111 to 130 mph	2
Category 4 Hurricane	Wind speed 131 to 155 mph	0
Category 5 Hurricane	Wind speed >155 mph	0
Extratropical Storm	Cyclone that has lost its tropical characteristics. Implying a move out of the tropics and a changed energy source. Hurricane force winds can be sustained despite the change in classification.	1
Subtropical Depression	Subtropical storm with wind speeds <39 mph.	1
<b>Total</b>		<b>52</b>

Source: NOAA Coastal Services Center, 2010

**Table 4.8: Tropical Cyclones Passing within 50 Statute Miles of Zip Code 32351 (Quincy, FL), 1990 through 2009**

Date	Storm Name	Wind Speed (mph)	Pressure (MB)	Classification
08/16/1994	Beryl	50	1000	Tropical Storm
06/05/1995	Allison	60	990	Tropical Storm
09/03/1998	Earl	70	987	Category 1 Hurricane
09/30/1998	Georges	25	1002	Tropical Depression
08/12/2004	Bonnie	45	1002	Tropical Storm
09/06/2004	Frances	50	982	Tropical Storm

Because tropical cyclones need sea surface temperatures of at least 80°F to form, they tend to have a seasonal occurrence. For the Atlantic Basin, hurricane season starts June 1 and ends November 30, however tropical cyclones may occur outside of the season (Cooper & Cain, 2010). The typical peak season is from August to October. Based on the historical record described above, the months in which tropical cyclones occurred most frequently near Gadsden County were August and September, with 16 storms each. Table 4.9 shows the probability of various tropical cyclone storms making landfall in Gadsden County for 2010 and the 50-year probability.

**Table 4.9: Tropical Cyclone Landfall Probabilities for Gadsden County, 2010 and 50-year**

Classification	2010 Probability		50-year Probability
	Current County Data	Contiguous	50-year County Data
1 or More Named Storms	3.9%	2.5%	72.0%
1 or More Hurricanes	1.7%	1.1%	42.1
1 or More Intense Hurricanes	0.2%	0.1%	5.6%
Tropical Storm-Force Wind Gusts (>=40mph)	32.6%	21.9%	>99.9%
Hurricane-Force Wind Gusts (>=75mph)	9.9%	6.3%	96.5%
Intense Hurricane-Force Wind Gusts (>115=mph)	2.5%	1.6%	55.4%

Source: United States Landfalling Hurricane Web Project, 2010

### 4.2.3 Severe Storms and Tornadoes

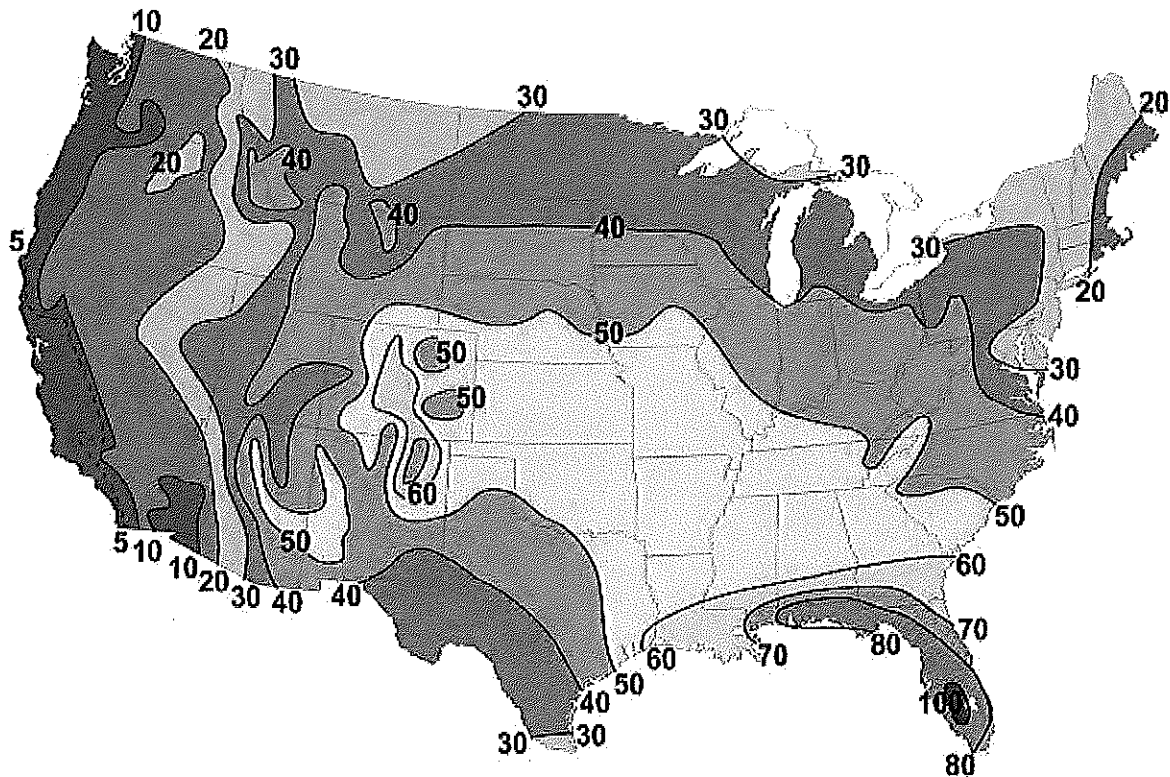
The National Weather Service defines severe thunderstorms as those that produce a tornado, winds of at least 58 mph (50 knots), and/or hail at least ¼ inch in diameter. A thunderstorm is “approaching severe” if it has winds in excess of 40 mph (35 knots) and/or hail at least ½ inch in diameter (2009). Although by definition lightning occurs during a thunderstorm, lightning is not a criterion for defining severe storms despite the hazard it poses. Rainfall is also not a criterion for defining severe storms or thunderstorms, but often occurs with such storms and can cause flooding.

Some thunderstorms and tropical cyclones may spawn tornadoes. A tornado is a violently rotating column of air that extends from a thunderstorm to the ground (FEMA 386-2, 2001). Tornadoes are formed when cold air overrides warm air, causing the warm air to rise rapidly. The wind speeds found in tornadoes can be double that found in hurricanes, but their size is a fraction of the area of a tropical cyclone. The concentrated wind hazard contained in tornadoes is devastating to anything in one’s path, while nearby structures can be unharmed.

#### Severe Storms

Severe storms can affect all locations in Gadsden County anytime of day or year. Thunderstorms are common, but are particularly dangerous because they have the capability of producing lightning, heavy rain, high wind, hail and also have the potential to form tornadoes. Thunderstorms are very common in Florida and occur almost daily during the late spring and

summer months. Figure 4.3 shows that the Gadsden County area has about 80 thunderstorm days per year. Because they are so common, people have a tendency to underestimate the risks associated with these storms. Lightning kills an average of 80 people every year (FEMA, 2010), which is more than the annual average killed by flooding (Cooper & Cain, 2010). Table 4.10 lists the Gadsden County lightning events that have resulted in injury, death, and/or property damage. Lightning also has the potential to start wildfires, which are discussed in Section 4.2.4.



**Figure 4.3: United States Thunderstorm Days per Year**

Source: Cooper & Cain, 2010

**Table 4.10: Gadsden County Lightning Events with Reported Injuries, Deaths, or Damage, 1950 through 2009**

Location	Date	Deaths	Injuries	Property Damage	Crop Damage
1 Gadsden	07/11/1960	1	2	\$0	\$0
2 Gadsden	02/06/1962	0	0	\$5,000	\$0
3 Gadsden	06/10/1963	2	21	\$0	\$0
4 Gadsden	08/21/1968	1	0	\$0	\$0
5 Gadsden	02/07/1971	0	0	\$735	\$74
6 Gadsden	06/15/1971	1	4	\$0	\$0
7 Gadsden	08/20/1975	0	0	\$5,000	\$0
8 Gadsden	05/25/1980	0	0	\$7463	\$7463
9 Havana	06/29/1997	1	2	\$0	\$0



10	Chattahoochee	06/27/2004	0	0	\$10,000	\$0
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Source: Hazards & Vulnerability Research Institute, 2009; National Climatic Data Center, 2010

One criterion for severe thunderstorms is wind speeds of at least 58 mph (50 knots). Table 4.11 provides a list of thunderstorms that have met this criterion since 1950. Figure 4.4 shows wind days per year for wind speeds of each 50 knots (58 mph) and 65 knots (74 mph). The Gadsden County area can expect about four or five 50 knot wind days per year and has less than 0.25% annual chance of having a 65 knot wind day. Strong winds have the ability damage buildings that are not properly constructed and airborne debris can cause injury and death.

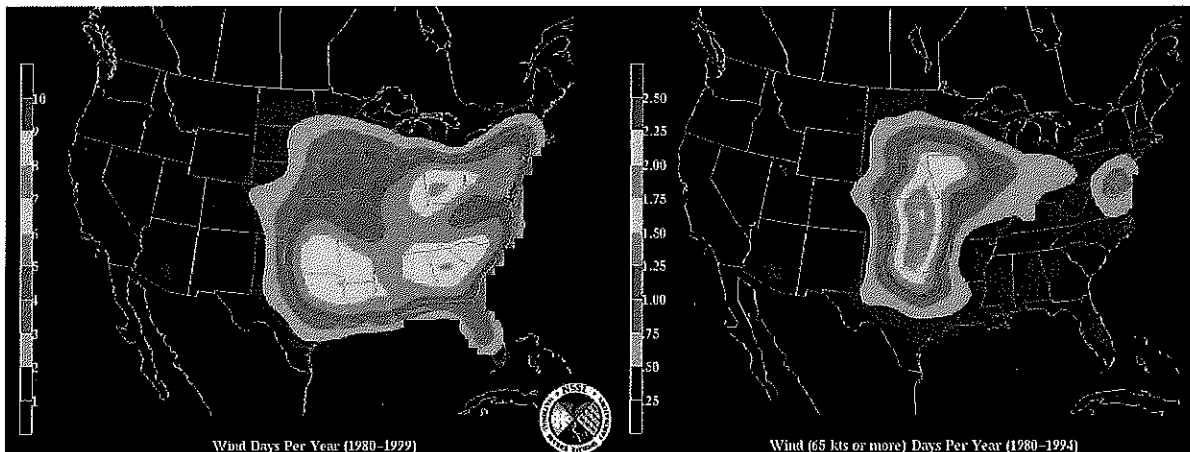
**Table 4.11: Gadsden County Thunderstorm Wind Events, 1950 through 2009**

	Location	Date	Magnitude (Knots)	Deaths	Injuries	Property Damage	Crop Damage
1	Gadsden	02/27/1958	0	0	0	\$0	\$0
2	Gadsden	08/16/1958	0	0	0	\$0	\$0
3	Gadsden	04/01/1959	0	0	0	\$0	\$0
4	Gadsden	06/20/1961	0	0	0	\$0	\$0
5	Gadsden	08/16/1965	0	0	0	\$0	\$0
6	Gadsden	07/12/1968	60	0	0	\$0	\$0
7	Gadsden	11/11/1968	0	0	0	\$0	\$0
8	Gadsden	12/28/1968	0	0	0	\$0	\$0
9	Gadsden	07/03/1970	0	0	0	\$0	\$0
10	Gadsden	07/16/1970	0	0	0	\$0	\$0
11	Gadsden	02/08/1971	0	0	0	\$0	\$0
12	Gadsden	03/28/1972	0	0	0	\$0	\$0
13	Gadsden	05/15/1975	0	0	0	\$0	\$0
14	Gadsden	05/21/1985	0	0	0	\$0	\$0
15	Gadsden	04/19/1988	55	0	0	\$0	\$0
16	Gadsden	01/13/1992	0	0	0	\$0	\$0
17	FLZ001>023; multi-county episode	03/12/1993	0	25	0	\$1,600,000,000	\$2,500,000
18	Ormond Beach; Tropical Storm Beryl	08/15/1994	0	0	0	\$5,000	\$0
19	TIh; Gretna	07/09/1995	0	0	0	\$0	\$0
20	TIh; Havana	07/13/1995	0	0	0	\$0	\$0
21	Greensboro	04/12/1997	0	0	0	\$5,000	\$0
22	Chattahoochee	05/03/1997	0	0	0	\$7,000	\$0
23	Juniper	11/01/1997	50	0	0	\$5,000	\$0
24	Countywide	07/28/1998	0	0	0	\$5,000	\$0
25	Havana	08/14/1999	0	0	0	\$2,000	\$0
26	Countywide	01/24/2000	0	0	0	\$10,000	\$0

	Location	Date	Magnitude (knots)	Deaths	Injuries	Property Damage	Crop Damage
27	Central Portion	03/11/2000	0	0	0	\$100,000	\$0
28	Countywide	08/25/2000	0	0	0	\$1,000	\$0
29	Northeast Portion	03/15/2001	0	0	0	\$10,000	\$0
30	Quincy	07/03/2001	0	0	0	\$1,000	\$0
31	Countywide	06/02/2004	50	0	0	\$2,000	\$0
32	Hardaway	06/27/2004	50	0	0	\$1,000	\$0
33	Countywide	05/10/2006	55	0	0	\$1,000	\$0
34	Havana	03/02/2007	55	0	0	\$1,000	\$0
35	Chattahoochee	06/09/2008	60	0	0	\$5,000	\$0
36	Quincy	07/13/2008	50	0	0	\$0	\$0
37	Altschul	06/29/2009	55	0	1	\$30,000	\$0
38	Hardaway	12/09/2009	55	0	0	\$0	\$0

Note: Knot is the unit of speed used in meteorology. To convert knots to mph multiply by 1.151.

Source: National Climatic Data Center, 2010



**Figure 4.4: Total Wind Threat, Wind Days per Year for 50 and 65 knot Wind Speeds**

Source: Brooks, 2003

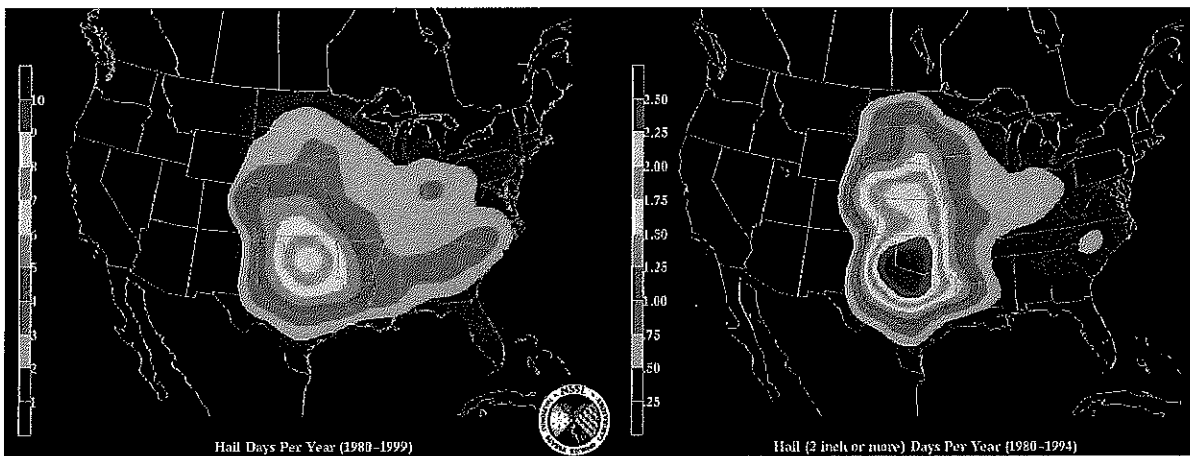
Another criterion for severe thunderstorms is hail that is at least  $\frac{3}{4}$  of an inch in diameter. Hail is precipitation in the form of pellets or balls of ice. Although normally small and harmless, can be large as citrus fruits and cause extensive damage and even death. Table 4.12 lists Gadsden County hail events that produced hail of 0.75 inch or greater since 1950. Figure 4.5 shows hail days per year. Gadsden County can expect one or two 0.75-inch hail days per year while the probability of experiencing a two-inch hail event nears zero.

**Table 4.12: Gadsden County Hail Events 0.75 inch Diameter or Greater, 1950 through 2009**

	Location	Date	Magnitude (inches)	Deaths	Injuries	Property Damage	Crop Damage
1	Gadsden	05/27/1968	1.75	0	0	\$0	\$0

Location	Date	Magnitude (inches)	Deaths	Injuries	Property Damage	Crop Damage
2 Gadsden	06/12/1968	1.00	0	0	\$0	\$0
3 Gadsden	12/29/1983	1.75	0	0	\$0	\$0
4 Gadsden	05/10/1985	1.75	0	0	\$0	\$0
5 Gadsden	05/21/1985	1.75	0	0	\$0	\$0
6 Gadsden	06/08/1985	1.75	0	0	\$0	\$0
7 Gadsden	03/26/1987	1.25	0	0	\$0	\$0
8 FLZ001>023	03/12/1993		25	0	\$1,600,000,000	\$2,500,000
9 Gretna	03/18/1995	1.50	0	0	\$0	\$0
10 Havana	05/15/1997	0.75	0	0	\$0	\$0
11 Chattahoochee	03/08/1998	1.00	0	0	\$0	\$0
12 Quincy	03/11/2000	1.75	0	0	\$0	\$0
13 Quincy	07/03/2001	1.50	0	0	\$0	\$0
14 Greensboro	04/03/2002	2.75	0	0	\$0	\$0
15 Quincy	06/04/2002	1.00	0	0	\$0	\$0
16 Greensboro	05/08/2006	0.75	0	0	\$0	\$0
17 Concord	06/27/2006	1.00	0	0	\$0	\$0
18 Midway	02/13/2007	0.88	0	0	\$0	\$0
19 Midway	08/24/2007	0.75	0	0	\$0	\$0
20 Juniper	04/13/2009	0.88	0	0	\$0	\$0
21 Quincy	04/13/2009	1.75	0	0	\$0	\$0

Source: National Climatic Data Center, 2010



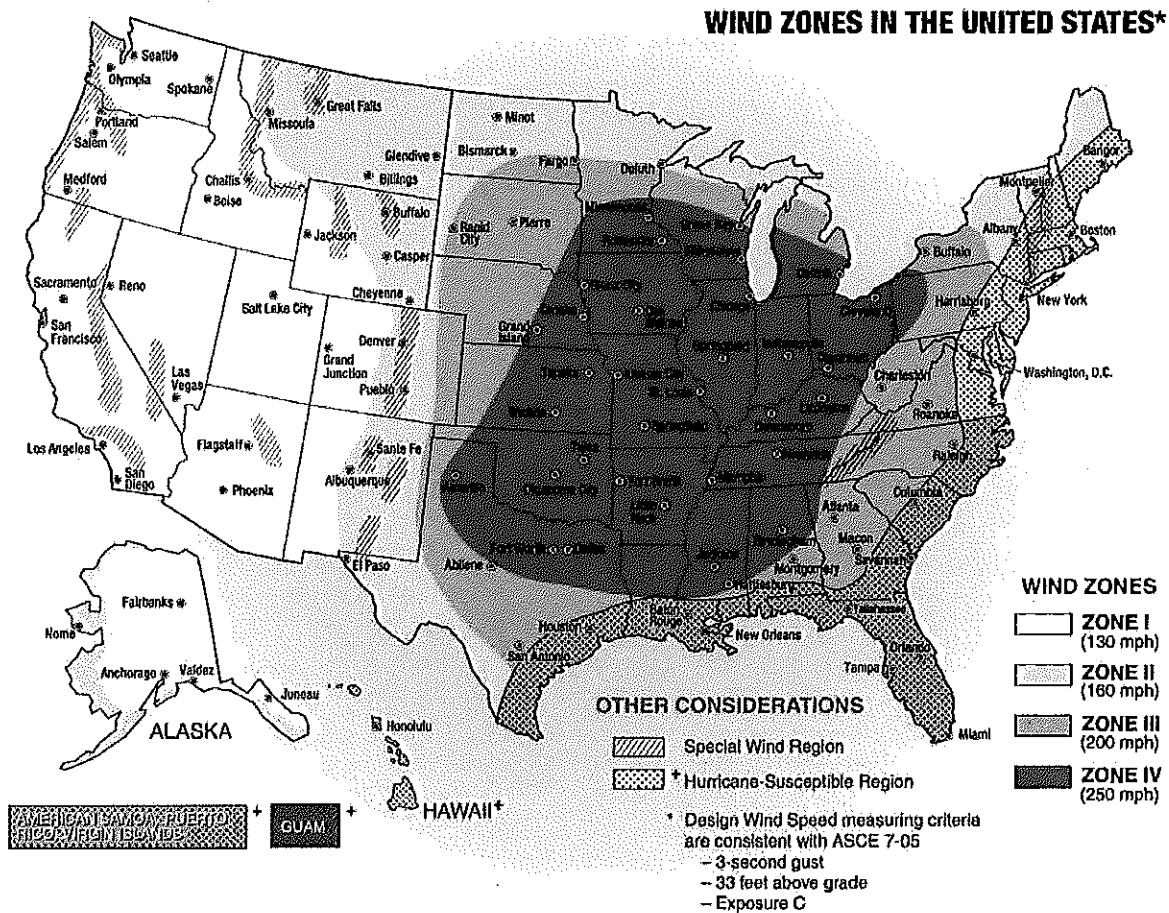
**Figure 4.5: Total Hail Threat, 0.75 and 2.00 inch Hail Days Per Year**

Source: Brooks, 2003

### Tornadoes

Tornado wind speeds can reach over 300 mph and damage paths can exceed one mile wide and 50 miles long. They have also been known to form from hurricanes and large

wildfires. Although the typical season is from March through August, tornadoes are very unpredictable and can occur at any time of year and anywhere with the right conditions. All jurisdictions in Gadsden County are at risk of a tornado event. As seen in Figure 4.6, all of Florida is classified in the Wind Zone III with a 200 mph design wind speed for a three-second gust and is also within the Hurricane-Susceptible Region (FEMA 320, 2008).



**Figure 4.6: Wind Zones in the United States**  
Source: FEMA Document 320 Taking Shelter from the Storm, 2008

Tornadoes are categorized based on damage patterns and the associated estimated wind speeds. The Fujita Tornado Damage Scale, developed in 1971 and shown in Table 4.13, has six categories F0 through F5. The Fujita Scale was used until February 1, 2007 when the Enhanced F Scale for Tornado Damage, shown in Table 4.14, was implemented to include three-second gust estimates. It is important to note that the wind speeds used in these scales are estimates and are not scientific measurements. Different wind speeds may cause similar-looking damage from place to place; therefore actual wind speeds of tornado events are unknown (Edwards, 2009).

**Table 4.13: Fujita Tornado Damage Scale, Used 1971 to 2007**

Scale	Wind Estimate (mph)	Typical Damage
F0	40-55	Light to moderate damage
F1	56-75	Minor to moderate damage
F2	76-105	Considerable damage
F3	106-150	Severe damage
F4	151-200	Devastating damage
F5	201-300	Complete destruction

F0	<73	<b>Light Damage.</b> Some damage to chimneys; branches broken off trees; shallow-rooted trees pushed over; sign boards damaged.
F1	73-112	<b>Moderate Damage.</b> Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos blown off roads.
F2	113-157	<b>Considerable Damage.</b> Roofs torn off frame houses; mobile homes demolished; boxcars overturned; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
F3	158-206	<b>Severe Damage.</b> Roofs and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted; heavy cars lifted off the ground and thrown.
F4	207-260	<b>Devastating Damage.</b> Well-constructed houses leveled; structures with weak foundations blown away some distance; cars thrown and large missiles generated.
F5	261-318	<b>Incredible Damage.</b> Strong frame houses leveled off foundations and swept away; automobile-sized missiles fly through the air in excess of 100 meters (109 yards); trees debarked; incredible phenomena will occur.

Source: Edwards, 2009

**Table 4.14: Enhanced F Scale for Tornado Damage, Used 2017 to Present**

F Number	Enhanced F Scale		Original EF Scale		Operational EF Scale	
	Fastest 5-Minute Gust (mph)	1-Second Gust (mph)	EF Number	1-Second Gust (mph)	EF Number	1-Second Gust (mph)
0	40-72	45-78	0	65-85	0	65-85
1	73-112	79-117	1	86-109	1	86-110
2	113-157	118-161	2	110-137	2	111-135
3	158-207	162-209	3	138-167	3	136-165
4	208-260	210-261	4	168-199	4	166-200
5	261-318	262-317	5	200-234	5	Over 200

Source: Edwards, 2009

Table 4.15 summarizes 28 tornado events that have occurred in Gadsden County since 1950. The events numbered 19 and 20 were both larger storm events that produced tornadoes and occurred in multiple counties, therefore there is no magnitude for these events. The event numbered 19 was sourced from SHELDUS (Hazards & Vulnerability Research Institute, 2009), which divides the deaths, injuries, and damage amounts evenly among the affected counties. Entries and data from SHELDUS that was different from the data provided by NCDL are denoted by a tilde (~). NCDL reports deaths, injuries, and damage for the entire event.

**Table 4.15: Gadsden County Tornado Events, 1950-2010**

Location	Date	Magnitude	Deaths	Injuries	Property Damage	Crops Damage
1 Gadsden	11/14/1957	F2	0	0	\$3,000	\$0
2 Gadsden	06/20/1961	F2	0	0	\$250,000 \$50,000~	\$0
3 Gadsden	11/23/1961	F2	0	0	\$250,000 \$50,000~	\$0

4	Gadsden	06/01/1967	F2	0	0	\$25,000	\$0
5	Gadsden	06/12/1968	F1	0	0	\$250,000	\$0
6	Gadsden	02/15/1969	F1	0	0	\$25,000	\$0
7	Gadsden	12/25/1969	F2	0	0	\$250,000	\$0
						\$50,000~	
8	Gadsden	06/27/1970	F2	0	0	\$3,000	\$0
9	Gadsden	06/25/1972	F1	0	0	\$3,000	\$0
10	Gadsden	06/25/1972	F1	0	0	\$3,000	\$0
11	Gadsden	10/27/1972	F2	0	0	\$25,000	\$0
12	Gadsden	10/27/1972	F2	0	0	\$25,000	\$0
13	Gadsden	04/25/1973	F1	0	0	\$25,000	\$0
14	Gadsden	01/30/1974	F2	1	4	\$250,000	\$0
						\$50,000~	
15	Gadsden	05/11/1974	F1	0	0	\$25,000	\$0
16	Gadsden	02/17/1975	F0	0	0	\$3,000	\$0
17	Gadsden	07/02/1976	F1	0	0	\$25,000	\$0
18	Gadsden	04/04/1979	F1	0	0	\$250,000	\$0
						\$50,000~	
19	Gadsden~	02/01/1983		0.06	0.48	\$74,627	\$0
20	FLZ001>023; Multi-county storm event	03/12/1993		25	0	\$1,600,000,000	\$2,500,000
21	Wetumpka	11/11/1995	F1	0	0	\$0	\$0
22	Mt. Pleasant	12/19/1995	F2	1	1	\$30,000	\$0
23	Hinson	12/19/1995	F1	0	0	\$20,000	\$0
24	Greensboro	01/16/1997	F1	0	0	\$1,000	\$0
25	Midway	10/24/1997	F1	0	0	\$200,000	\$0
26	Quincy	03/11/2000	F0	0	0	\$0	\$0
27	Mt. Pleasant	02/18/2008	F1	0	1	\$200,000	\$0
28	River Junction	04/02/2009	F0	0	0	\$0	\$0
	Quincy*	04/08/2010	F0				

Sources: National Climatic Data Center Storm Events Database, 2010; Hazards & Vulnerability Research Institute, 2009 (~);The Tornado Project, 1998; and National Weather Service Tallahassee Significant Weather Events, 2010 (\*).

Florida is one of two areas within the United States that has a proportionally high number of tornado events. The other is known as “Tornado Alley,” in the southern plains of the Midwest. The annual average number of tornadoes in Florida from 1953 to 2004 is 55 or 9.4 tornadoes per 10,000 square miles (NCDC, 2008). The cause of Florida’s high number of tornadoes is due to the near daily occurrence of thunderstorms and the regular impact of tropical cyclones. Despite the violent nature of tropical cyclones, resulting tornadoes are not as strong as those formed from the rotating thunderstorms, known as supercells, that impact inland areas. Most tornadoes that occur in the United States are considered to be weak, EF0 or EF1. Only about five percent of the tornadoes that occur nationwide are considered to be

violent, EF3 or above (NCDC, 2008). According to the historical record summarized in Table 4.15, there has been no known occurrence of a tornado stronger than an F2 (EF2) in Gadsden County since 1950 and there is about a 0.5% annual chance of a tornado event occurring within the county. Prediction of tornadoes is extremely difficult and warnings are issued when conditions are ripe for an occurrence, only minutes or hours before a potential event with aid from Doppler radar.

#### 4.2.4 Wildfire

It is a misnomer to believe wildfire is only associated with forested lands. Wildfire can occur anywhere vegetative fuel is available with just a spark. All jurisdictions are at some risk from the hazards of wildfire, but the unincorporated areas of Gadsden County are more susceptible to wildfire because of the rural nature of development. Although wildfire can occur at anytime of year in Florida, the majority of wildfires occur during the month of March as the weather begins to warm and the dry winter season is coming to a close. Summer brings many thunderstorms, which are the natural cause of wildfire, but the accompanying heavy rains often suppress fires that may be started by lightning strikes. Dry, hot weather in combination with overgrown vegetation creates a high hazard condition for wildfire.

Wildfire, once solely a naturally occurring phenomenon, is now primarily human-caused. Table 4.16 summarizes the cause of wildfires in Gadsden County since 1980. Lightning has caused less than two percent of the recorded fires and is responsible for less than five percent of the acres burned. Debris burning, of various types, is the most common cause of wildfire in Gadsden County, accounting for nearly 40 percent of the recorded fires.

**Table 4.16: Gadsden County Wildfire by Cause, 1980 to June 2010**

Cause	Number of Fires	Percent of Fires	Number of Acres	Percent of Acres
Campfire	12	0.92%	57.2	0.61%
Children	53	4.07%	303.7	3.23%
Debris Burn*	521	39.98%	3,579.9	38.07%
Equipment Use*	65	4.99%	355.1	3.78%
Incendiary	86	6.60%	906.7	9.64%
Lightning	25	1.92%	456.6	4.86%
Miscellaneous*	121	9.29%	660.3	7.02%
Railroad	86	6.60%	472.0	5.02%
Smoking	157	12.05%	1,123.7	11.95%
Unknown	177	13.58%	1,488.0	15.82%
<b>Total</b>	<b>1,303</b>	<b>100.00%</b>	<b>9,403.2</b>	<b>100.00%</b>

\*These causes summarize several, more detailed, subcategories.

Source: Florida Division of Forestry Fire Data Reports, 2010

Table 4.17 shows that over 50 percent of the recorded fires in Gadsden County since 1980 have been grass fires. Fortunately, grass fires tend to be less intense and can be controlled before they burn large areas of land. Forested and shrubby areas (identified as Dense Pine and Palmetto-Galberry in Table 4.17) are more likely to result in intense and widespread fires

because of the large amounts of fuel and the difficulty in controlling fire in dense and tall vegetation. Wildfire behavior is based on fuel, topography, and weather (FEMA 386-2, 2001). The amount and type of fuel contributes to fire intensity through amount of fuel available to consume, whether it is dry and easily combustible materials, and whether it allows spread of fire through tree canopy or dense cover. Topography affects how quickly a fire may spread; it travels uphill much more quickly than on flat ground. Weather affects how easily a fire may start and how much it may spread. Weather factors directly affecting fire conditions include wind, precipitation, relative humidity, and temperature. High winds, low moisture, and high temperatures create a high hazard condition for wildfire.

**Table 4.17: Gadsden County Wildfire Fuel Sources, 1980 to June 2010**

Fuel Type	Number of Fires	Percent of Fires	Total Acres Burned	Percent of Acres	Average Size of Fires (Acres)
Palmetto-Galberry	9	0.69%	113.1	1.20%	12.6
Dense Pine	196	15.04%	1,896.0	20.16%	9.3
Swamp	19	1.46%	113.7	1.21%	6.0
Blowly Leaf	295	22.64%	2,422.8	25.77%	8.2
Grass	684	52.49%	4,297.0	45.70%	6.3
Muck	5	0.38%	31.5	0.34%	6.3
Other	87	6.68%	513.3	5.46%	5.9
Unspecified	8	0.61%	15.8	0.17%	2.0
<b>Total</b>	<b>1,303</b>	<b>100.00%</b>	<b>9,403.2</b>	<b>100.00%</b>	<b>7.2</b>

Source: Florida Division of Forestry Fire Data Reports, 2010; author's calculations

There have been 1,303 recorded wildfires in Gadsden County since 1980 (Florida Division of Forestry, 2010). Based on this record, there have been few large fires. Table 4.18 shows there have only been nine fires in the past three decades that have been larger than 100 acres in size; the largest fire to occur was an E Class fire at 384 acres. Table 4.19 reports the 58 recorded wildfires in Gadsden County since 2003. Figure 4.7 shows the frequency of fire ignitions based on historic data. Areas in red indicate areas of frequent fire occurrences and tend to be concentrated along highways.

**Table 4.18: Gadsden County Wildfire Size by Class, 1980 to June 2010**

Class	Size (acres)	Number of Fires	Total Acres	Average Acres
A	0.1-0.2	225	27.0	0.1
B	0.3-9.9	848	2,328.7	2.7
C	10.0-99.9	221	5,380.5	24.3
D	100.0-299.9	8	1,283.0	160.4
E	300.0-999.9	1	384.0	384.0
F	1000.0-4999.9	0	0.0	N/A
G	5000.0+	0	0.0	N/A



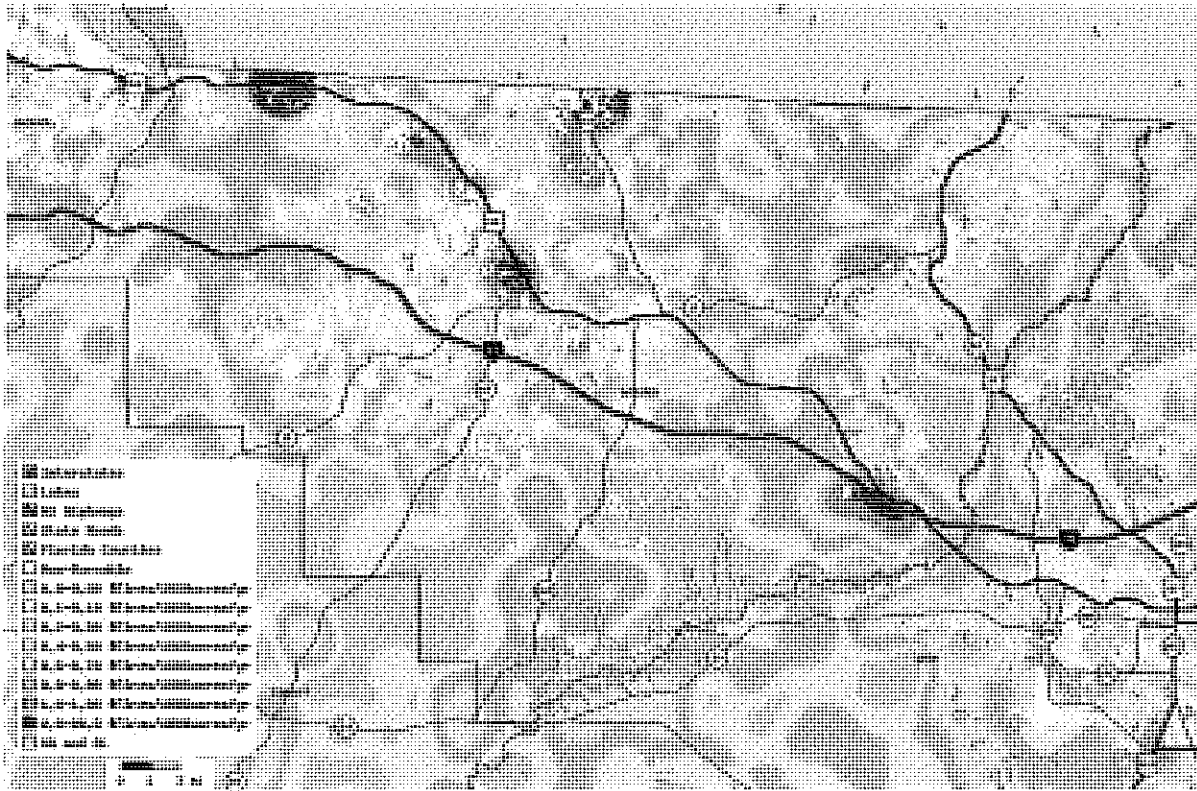
Source: Florida Division of Forestry Fire Data Reports, 2010; author's calculations

**Table 4.19: Gadsden County Wildfires, 2003 to June 2010 [\*check and update before final draft]**

Incident Number	Start Date	Location/Parish/Range	Acres	Cause	
1	2003-04-0027	02/13/2003	Not recorded	136.0	Miscellaneous—Other
2	2003-04-0028	02/04/2003	Not recorded	1.0	Unknown
3	2003-04-0044	05/14/2003	Not recorded	5.0	Miscellaneous—Other
4	2003-04-1241	12/05/2003	23 33S 18E	0.1	Unknown
5	2004-04-0023	01/14/2004	10 5S 4W	0.1	Incendiary
6	2004-04-0079	03/03/2004	14 5S 4W	3.0	Debris Burn—Nonauth—Yard Trash
7	2004-04-0183	04/05/2004	13 1N 7W	0.1	Equipment—Agriculture
8	2004-04-0234	05/07/2004	35 1S 6W	2.0	Debris Burn—Nonauth—Piles
9	2004-04-0249	05/18/2004	7 1S 6W	5.0	Lightning
10	2004-04-0252	05/23/2004	18 2S 5W	4.0	Lightning
11	2004-04-0259	05/26/2004	29 5S 4W	60.0	Equipment—Agriculture
12	2004-04-0260	05/26/2004	29 5S 4W	4.0	Equipment—Agriculture
13	2005-04-0113	02/11/2005	33 1N 7W	25.0	Debris Burn—Nonauth—Yard Trash
14	2005-04-0224	03/12/2005	26 5S 4W	10.0	Incendiary
15	2005-04-0372	05/29/2005	7 1S 7W	15.0	Incendiary
16	2005-04-0552	11/13/2005	2 2S 7W	20.0	Unknown
17	2005-04-0608	12/21/2005	32 1S 7W	5.0	Debris Burn—Auth—Yard Trash
18	2006-04-0015	01/07/2006	15 5S 4W	2.0	Incendiary
19	2006-04-0032	01/11/2006	35 1S 6W	10.0	Debris Burn—Nonauth—Yard Trash
20	2006-04-0146	03/03/2006	20 1S 7W	0.5	Debris Burn—Nonauth—Yard Trash
21	2006-04-0151	03/04/2006	32 2S 8W	20.0	Debris Burn—Auth—Broadcast/Acreage
22	2006-04-0152	03/05/2006	36 1S 8W	30.0	Debris Burn—Auth—Broadcast/Acreage
23	2006-04-0172	03/10/2006	3 2S 6W	2.0	Miscellaneous—Other
24	2006-04-0202	03/21/2006	36 1S 6W	18.5	Miscellaneous—Other
25	2006-04-0261	04/10/2006	13 1S 8W	2.0	Debris Burn—Nonauth—Piles
26	2006-04-0278	04/22/2006	21 5S 6W	0.1	Lightning
27	2006-04-0293	05/03/2006	30 5S 7W	150.0	Debris Burn—Auth—Piles
28	2006-04-0313	05/17/2006	2 1S 7W	3.0	Debris Burn—Auth—Piles
29	2006-04-0423	07/09/2006	22 2S 8W	0.4	Unknown
30	2006-04-0664	12/10/2006	11 5S 4W	11.0	Debris Burn—Auth—Yard Trash
31	2007-04-0136	02/28/2007	26 1S 6W	3.0	Miscellaneous—Structure
32	2007-04-0159	03/07/2007	33 2S 8W	3.0	Debris Burn—Nonauth—Yard Trash
33	2007-04-0214	03/18/2007	33 1N 7W	10.0	Debris Burn—Nonauth—Piles
34	2007-04-0381	05/11/2007	14 1S 6W	1.0	Debris Burn—Nonauth—Yard Trash
35	2007-04-0385	05/12/2007	14 2S 7W	20.0	Lightning
36	2007-04-0386	05/12/2007	8 1S 6W	0.8	Lightning

Incident Number	Start Date	Section/Township/Range	Acres	Cause
37	2007-04-0418	05/25/2007	22 5S 7W	0.2 Smoking
38	2007-04-0419	05/25/2007	22 5S 7W	0.1 Smoking
39	2007-04-0421	05/26/2007	29 2S 5W	20.0 Unknown
40	2007-04-0500	06/28/2007	4 1S 5W	1.0 Lightning
41	2007-04-0619	08/24/2007	32 1N 6W	2.0 Lightning
42	2007-04-0690	09.30/2007	1 2S 8W	0.2 Miscellaneous—Power Lines
43	2007-04-0743	10/26/2007	6 1S 7W	0.1 Debris Burn—Nonauth—Yard Trash
44	2008-04-0039	01/12/2008	22 2S 8W	15.0 Debris Burn—Nonauth—Yard Trash
45	2008-04-0300	03/22/2008	10 5S 4W	2.0 Debris Burn—Nonauth—Yard Trash
46	2008-04-0481	06/09/2008	8 2S 7W	1.0 Lightning
47	2008-04-0491	06/16/2008	32 1S 5W	180.0 Lightning
48	2008-04-0498	06/25/2008	10 2S 5W	0.2 Lightning
49	2008-04-0569	08/09/2008	27 1S 6W	13.0 Lightning
50	2008-04-0668	11/05/2008	12 1S 8W	4.0 Unknown
51	2009-04-0115	02/08/2009	30 3S 8W	56.0 Unknown
52	2009-04-0167	02/21/2009	1 2S 8W	5.0 Debris Burn—Auth—Piles
53	2009-04-0209	03/02/2009	20 3S 7W	1.0 Unknown
54	2009-04-0211	03/02/2009	30 1S 7W	35.0 Incendiary
55	2009-04-0235	03/08/2009	26 1S 8W	30.0 Debris Burn—Auth—Broadcast/Acreage
56	2009-04-0388	05/21/2009	11 5S 4W	5.0 Unknown
57	2009-04-0410	06/16/2009	35 1S 6W	1.0 Lightning
58	2010-04-0124	02/20/2010	35 1S 6W	1.0 Lightning

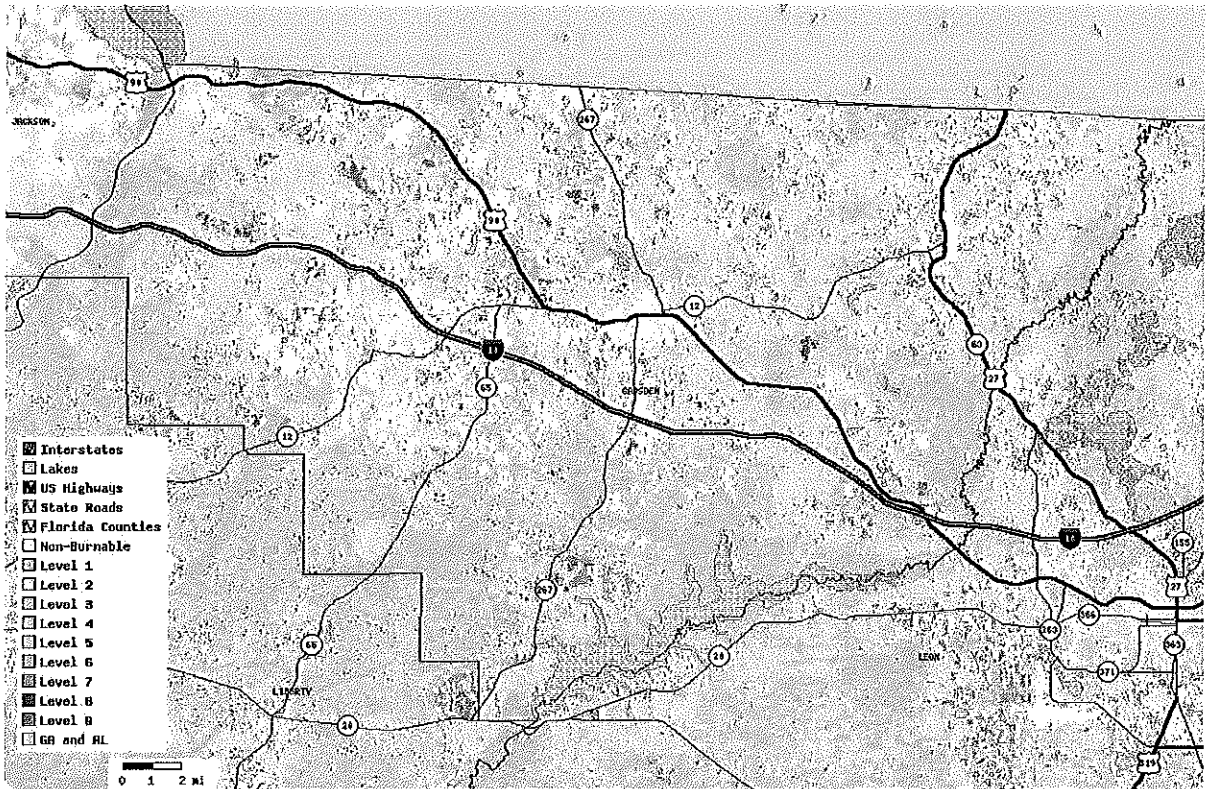
Source: Florida Division of Forestry Fire Data Reports, 2010



**Figure 4.7: Gadsden County Fire Occurrence Areas, 1981-2000**

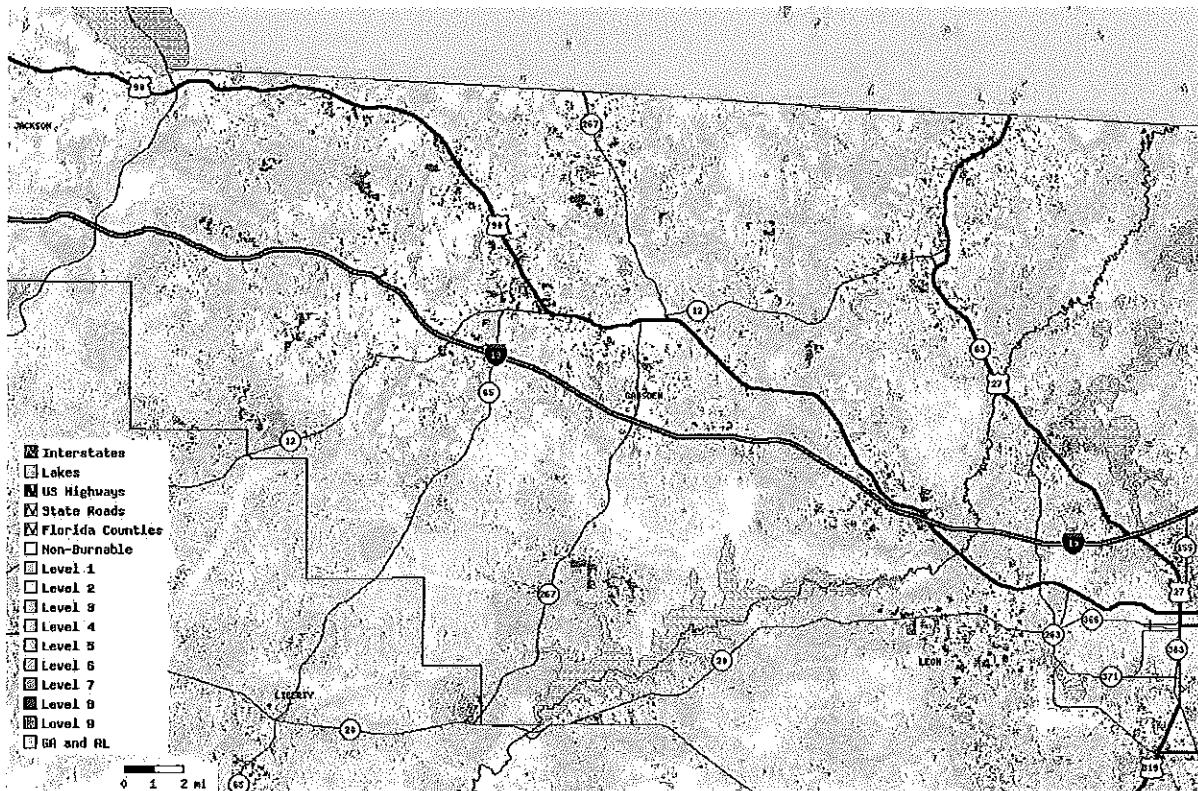
Source: Florida Division of Forestry Fire Risk Assessment System

Figure 4.8 shows the Wildland Fire Susceptibility Index for Gadsden County. The index integrates the probability of an acre igniting, wildland fire behavior, and historic fire suppression effectiveness (Florida Division of Forestry, 2002). Level 1, in gray, represents a low probability and Level 9, in pink, represents a high probability. The Levels of Concern map, Figure 4.9, assigns values by multiplying the Wildland Fire Susceptibility Index by the Fire Effects Index. Levels 8 and 9, in red and pink, show areas where both susceptibility to wildfires and the risk for damage if a wildfire were to occur is high.



**Figure 4.8: Gadsden County Wildland Fire Susceptibility Index**

Source: Florida Division of Forestry Fire Risk Assessment System



**Figure 4.9: Gadsden County Wildfire Levels of Concern**

Source: Florida Division of Forestry Fire Risk Assessment System

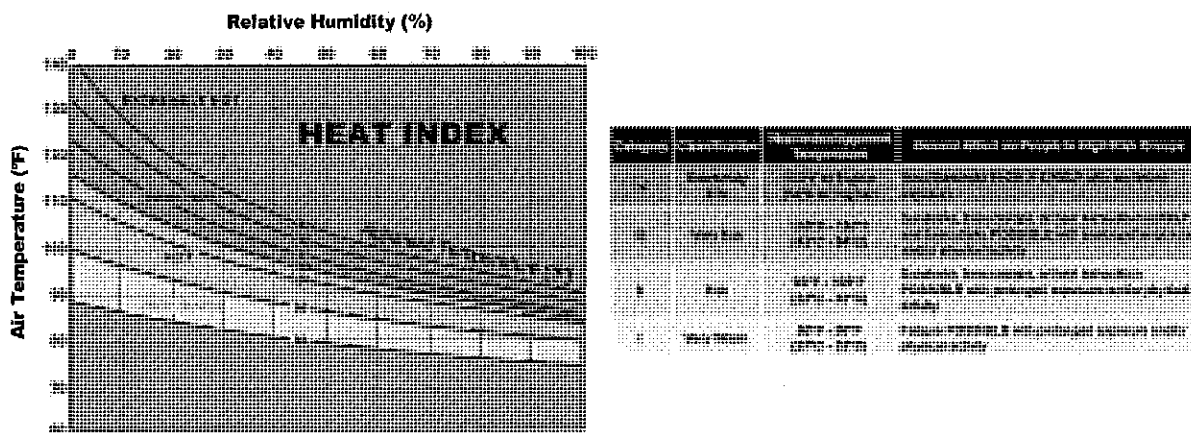
#### 4.2.5 Drought and Extreme Heat

(description) Drought is a normal, recurring climatic event that is generally defined as a deficiency, or a lower than average, precipitation over an extended period of time (such as 75 percent of a 30-year average). The characteristics of drought are region specific because it is defined relative to a regional norm. Drought can occur for a season or for several years and can be exacerbated by climatic conditions and human impacts (National Drought Mitigation Center, 2009).

There are three main categories of drought that are defined by the impacts of the drought (National Drought Mitigation Center, 2009). The first is meteorological drought, which simply is the occurrence of less than average precipitation. Agricultural drought affects crops and rangeland. The agricultural sector is generally the first to be impacted due to the heavy dependence on stored soil water to grow crops and grass for range animals. Agricultural drought can be triggered, in part, by erosion caused by over farming the land. Measures should be explored to ensure best farming practices are used to prevent degradation of farming soil quality that may result in erosion. The third type of drought is hydrological. Hydrological drought occurs when water reserves, such as aquifers, lakes, and reservoirs, fall below statistical water levels. Such droughts can be exacerbated by diversion of water to other locations (such as Atlanta’s use of water from the Apalachicola-Chattahoochee-Flint watershed)

and over use. Hydrological drought is an impact generally experienced after long periods or extreme drought because capacity delays the affect of water shortage.

Extreme heat is when temperatures are 10 degrees, or more, above average for the region and remain at such high levels for several weeks (FEMA, 2010). Such heat waves can be very uncomfortable when combined with high humidity, but can cause other hazards when combined with dry conditions creating the potential for fires and dust storms. Children, the elderly, sick, impoverished, and overweight are particularly susceptible to the effects of extreme heat. Men and persons living in urban areas are also more susceptible to heat because men tend to sweat more, becoming dehydrated more quickly. Urban areas retain and reflect the sun's heat, raising ambient temperatures compared with rural, vegetated areas.

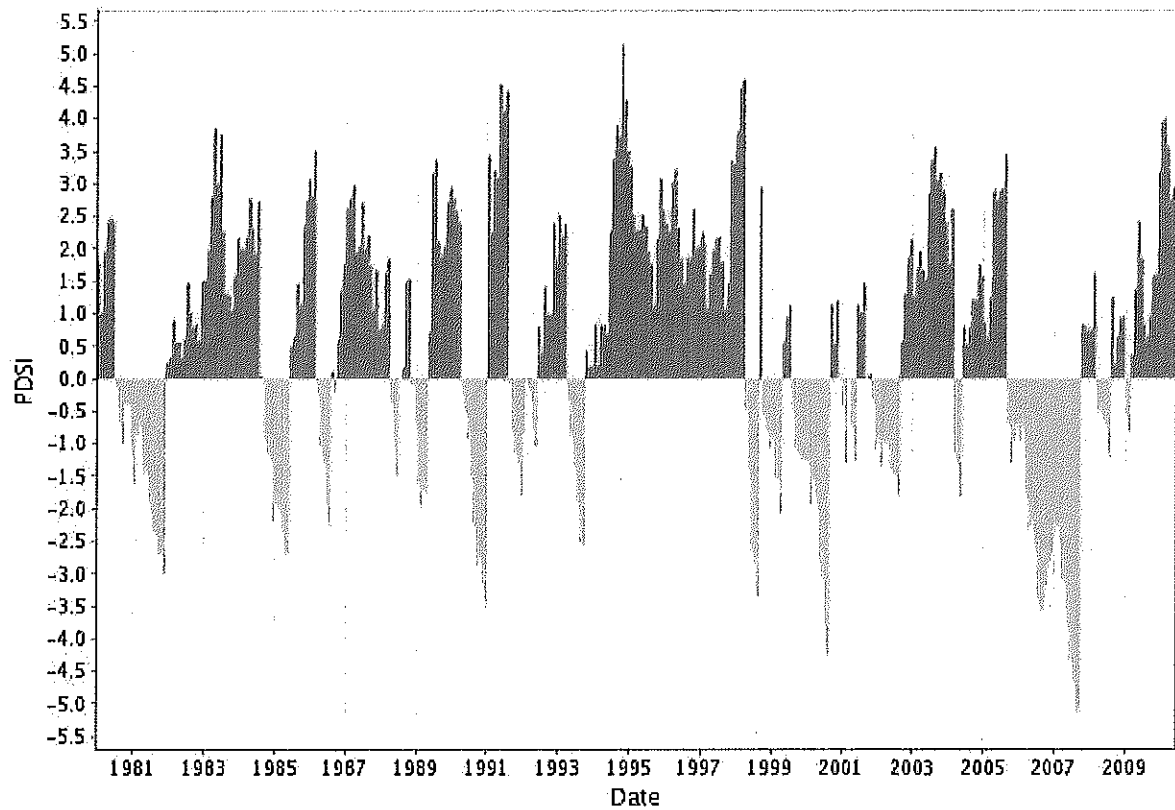


**Figure 4.X: Heat Index Chart**

Source: Cooper & Cain, 2010

(location) Drought occurs everywhere in the United States and during any time of year. During the summer months, drought can be exacerbated by extreme heat conditions. Gadsden County has been affected by

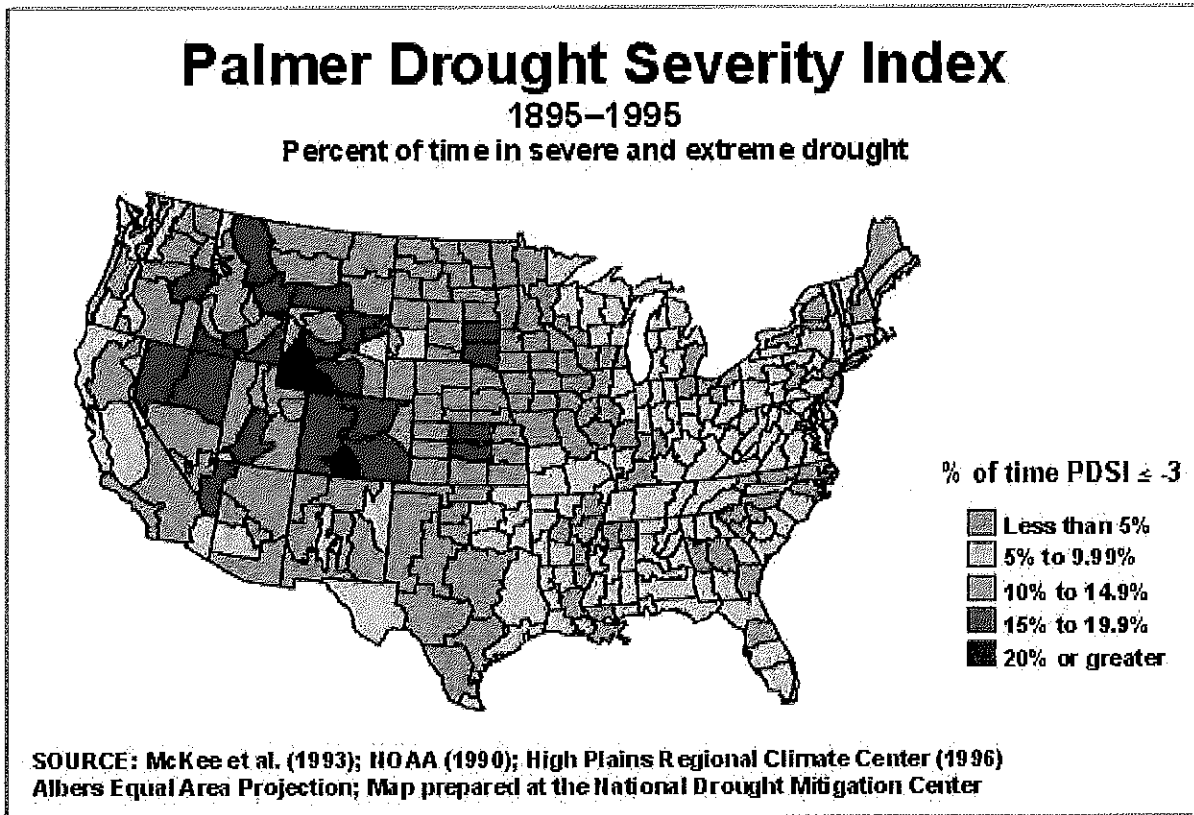
(extent/magnitude/severity) Figure 4.9 shows the Palmer Drought Severity Index for the Northwest Florida division, which includes Jefferson County and all Florida counties to its west. This index provides a monthly value representing the severity of a wet or dry spell and is based on the principles of a balance between moisture supply and demand. The index generally ranges from -6 (dry) to +6 (wet), but at times, reaches magnitudes of -/+7. Drought values are described as normal (0 to -0.5), incipient drought (-0.5 to -1.0), mild drought (-1.0 to -2.0), moderate drought (-2.0 to -3.0), severe drought (-3.0 to -4.0), and extreme drought (beyond -4.0) (NCDC, 2009).



**Figure 4.x: Northwest Florida Monthly Palmer Drought Severity Index, January 1980 to June 2010**

Source: NCDC Climate Data Online, U.S. Divisional Data, 2009

(previous occurrences)  
 (probability of future events)



**Figure 4.x: 100-year Palmer Drought Severity Index**

Source: National Drought Mitigation Center, 2009

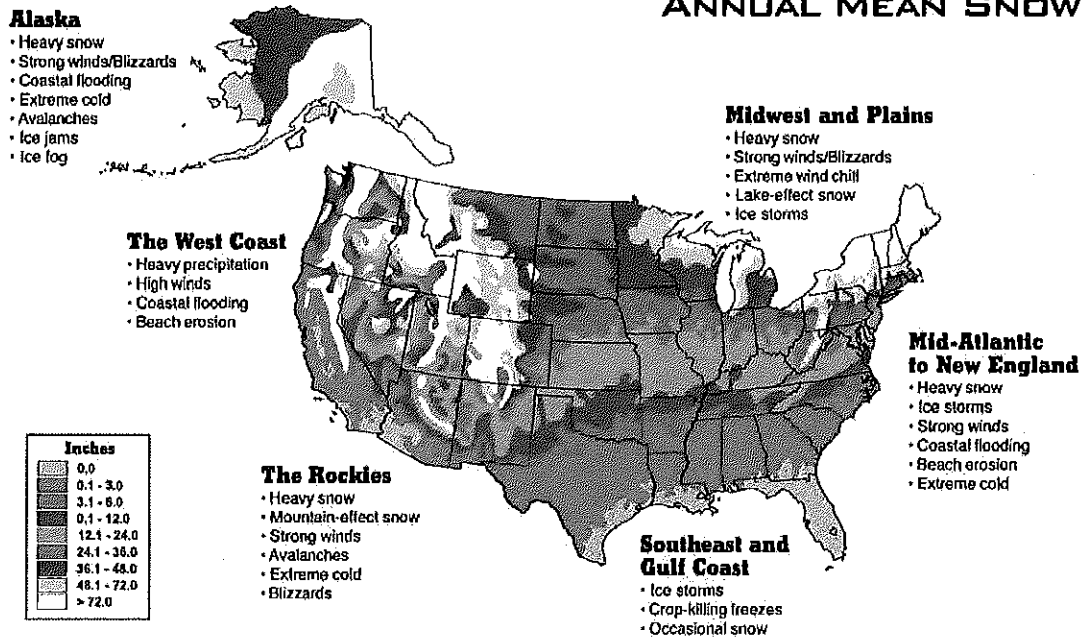
### 4.2.6 Winter Storms and Freezes

(description) Winter storms produce forms of precipitation that occur only during freezing temperatures, such as snow, sleet, and freezing rain. These weather conditions may also occur during spring and autumn months. These storms are often accompanied by wind, which can exacerbate the hazards of freezing precipitation. Snow is flakes of frozen water and is less dense than rain. Snow can accumulate in depths of 10 inches for the equivalent of one inch of rain, depending on temperature. Because it takes just an inch or two of snow to cause dangerous conditions, the threshold for a winter storm causing hazardous conditions is less than a summer storm. Sleet is rain that turns to ice pellets before hitting the ground and freezing rain is when rain freezes when it hits the ground. All forms of freezing precipitation cause icy, slippery surfaces that create hazards for automobiles and pedestrians alike. Freezing precipitation also accumulates on surfaces and can be very heavy, causing tree limbs to break, downed power lines, and caved in roofs. Blizzard conditions occur when wind blows snow, resulting in reduced visibility and increased wind-chill factors.

(location)



# WINTER STORM HAZARDS IN THE U.S. ANNUAL MEAN SNOWFALL



**Figure 4.X: United States Annual Mean Snowfall**

Source: NOAA National Weather Service, 2001

(extent, magnitude, severity)  
(previous occurrences)

**Table 4.X: Gadsden County Winter Weather, 1960-2008**

Date	Injuries	Fatalities	Property Damage	Crop Damage
03/23/1968	0.00	0.00	\$0	\$3,676
01/10/1977	0.00	0.00	\$0	\$746,269
01/21/1985	0.00	0.09	\$0	\$74,627
12/22/1989	0.00	0.15	\$0	\$746,269
03/12/1993	0.00	0.70	\$0	\$7,463

Source: Hazards & Vulnerability Research Institute SHELUDS, 2009

(future probability)

## 4.2.7 Geological Hazards (Erosion, Sinkholes, Landslide, and Earthquake)

(description) Much of Florida is made up of karst terrain. Karst is a generic term for landforms that have been shaped by erosion of carbonate rock, especially limestone and dolomite (Florida Department of Environmental Protection, 2010). Over time, acidic water dissolves carbonate rock as it percolates through the layers creating underground landforms such as caves, disappearing streams, springs, and underground drainage systems. Sinkholes are the result of the collapse of overlaying sediments into these underground landforms. There are

other forms of land subsidence that are not the result of bedrock dissolution and are simply known as subsidence incidents. These can be caused by unstable soils, broken sewer pipes or septic tanks, improperly compacted soil, and buried trash or organic debris. Development of sinkholes may be sudden, resulting in loss of life and property. Existence of sinkholes can contribute to flooding due to reduced underground capacity and can provide a route for pollutants to reach ground water (Sinclair & Stewart, 1985).

(location)

(extent/magnitude/severity)

(previous occurrences) There are only two land subsidence events recorded for Gadsden County. The data, provided by the Florida Geological Survey, only includes reported subsidence incidents and is not verified as to whether the event is due to a true sinkhole or other cause. Both reported events in Gadsden County were attributed to drought or a low water table, had a rapid subsidence rates, and were circular in form. The dimensions shown in Table 4.X were estimated.

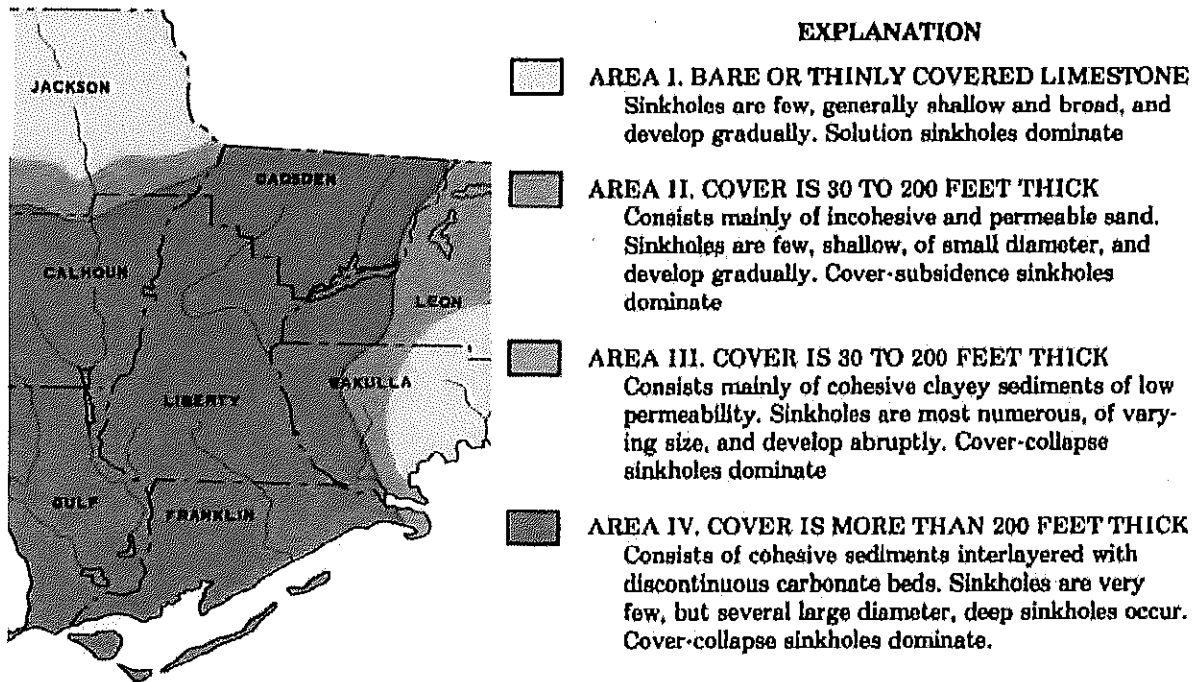
**Table 4.X: Gadsden County Land Subsidence Incidents, 1905-2009**

Reference Number	Date	Latitude	Longitude	Nearest City	Length (Feet)	Width (Feet)	Depth (Feet)
50-500	10/28/1981	30.575	-84.401	Havana	5	5	5
50-501	04/01/1948	30.566	-84.750	Greensboro	-	-	60

Source: Florida Department of Environmental Protection, 2010

(probability of future events) Figure 4.X shows that nearly all of Gadsden County is located in Area IV, an area where limestone layers are generally covered by a thick layer of soil, retarding the flow of runoff into the limestone layers and the resulting cavities. This prevents the occurrence of many sinkholes. However, there are some areas where the limestone layers are subject to dissolution and result in large-diameter and deep sinkholes. Although there are few recorded incidents in Gadsden County and the geological composition is less likely to have sinkholes than other areas in Florida, sinkholes do occur and may be more damaging than in other terrain types.

According to Rupert (1990) the probability for sinkholes in northern and central areas of the county is low. The areas of the county most susceptible to sinkholes are in the northwest, where a dolomite formation is near the surface and southern tip, where there is a lack of soil over the underlying formations.



**Figure 4.X: Sinkhole Type, Development, and Distribution**

Source: Adapted from Sinclair & Stewart, 1985

Landslides are very uncommon in Florida, however, they do occur and the only documented landslide in the state occurred in Gadsden County on April 1, 1948 (DEP, 2009). Landslides, slumps, and soil creep are the result of gravity acting on unsupported and loose soils and usually occur in areas of steep slopes. Soil creep occurs slowly and is generally unnoticed, whereas landslides and slumps occur suddenly. Many times, landslides are associated with water saturation of soils from heavy rains and washing away of supporting soils by flooding. It is assumed that the 500-foot diameter landslide that occurred on Mr. D.W. Pitt's land outside of Greensboro was in part due to the adjacent, flood-swollen Flat Creek. An aerial photograph, Figure 4.X, shows the extent of the Pitt Landslide. Such catastrophic landslides are unlikely in Gadsden County (Rupert, 1990), but are more likely than in other parts of Florida because of Gadsden's rolling topography. According to Rupert (1990), slumping processes at a smaller scale occur at the heads of drainage ravines, creating the landform known as steepheads.



**Figure 3.7. Aerial photograph of the Pitt landslide, April 2, 1946, in Gadsden County (TSM, RSW, see side). Photograph by Tallahassee Aircraft Corporation (Rupert, 1990).**

**Figure 4.X: Pitt Landslide**

Source: Rupert, 1990

Earthquakes are the release of forces resulting from the collision and friction between Earth's constantly moving tectonic plates (Yanev, 1991). The sudden shaking that occurs with earthquake events is often minor, but can be violent and cause extensive damage and loss of life. Earthquakes occur most frequently along faults, the breaks between tectonic plates. Florida, unlike the western coast of the United States, is not located on or near a major fault and thus experiences few earthquakes. However, no place is free from the risk of experiencing earthquakes. There have been major earthquakes in the eastern United States, most notably the New Madrid, Missouri earthquakes of 1811 and 1812 and the Charleston, South Carolina earthquake of 1886. Although these earthquakes seem far from Florida's panhandle, the underlying geology of the eastern United States allows earthquakes to be felt at higher intensities and at greater distances from their epicenters than earthquakes that occur west of the Rocky Mountains (Yanev, 1991). The Charleston earthquake and its aftershocks were felt in Jacksonville, the Florida Panhandle, and Tampa (Lane, 1983).

The Modified Mercalli Intensity Scale, shown in Table 4.X, was developed in 1931 and measures the effects of an earthquake rather than the actual energy release, much like the Fujita Tornado Damage Scale. Because intensities are observed at various locations an earthquake cannot be assigned a single intensity number, and instead the observations are

plotted on a map. Figure 4.X shows the intensity map for the 1886 Charleston earthquake, indicating an intensity value of V for the Gadsden County area. The Richter Magnitude Scale was developed in 1935 as a mathematical device to compare the size of earthquakes based on a logarithmic scale indicating the amplitude of waves recorded by seismographs. Each whole number step corresponds with a release of about 31 times more energy (USGS, 2010). Earthquakes with a magnitude of about 2.0 or less are usually considered microearthquakes and usually not felt by people. An earthquake with a magnitude of 4.5 or greater is strong enough to be recorded by seismographs all over the world. Such moderate earthquakes occur several thousand times a year. Magnitudes of 8.0 are great earthquakes and occur about once annually, worldwide. The Richter Scale has no upper limit and is not used to express damage.

**Table 4.X: Modified Mercalli Intensity Scale**

Intensity Value	Description
I	Not felt except by a very few under especially favorable conditions
II	Felt only by a few persons at rest, especially on upper floors of buildings. Some suspended objects may swing.
III	Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Hanging objects swing.
IV	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
V	Felt by nearly everyone; many awakened. Direction and duration of shock can be estimated by people outdoors. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop.
VI	Felt by all, many frightened. Walking is difficult. Church bells ring. Windows and dishes break, pictures knocked from walls. Some heavy furniture moved; a few instances of fallen plaster.
VII	Causes general alarm. Standing is difficult. Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken. Small landslides occur.
VIII	General fright and near panic. Steering cars is difficult. Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned. Trees damaged, cracks appear in ground.
IX	Panic is general. Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations. Underground pipe and reservoir damage.
X	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent. Bridges, dams, and dikes damaged. Large landslides triggered.
XI	Few, if any masonry structures remain standing. Bridges destroyed. Rails bent greatly. Underground pipe line and conduits out of service.
XII	Damage total, with practically all works of construction severely damaged or destroyed. Waves observed on ground surfaces. Heavy objects thrown into the air, and large rock masses are displaced.

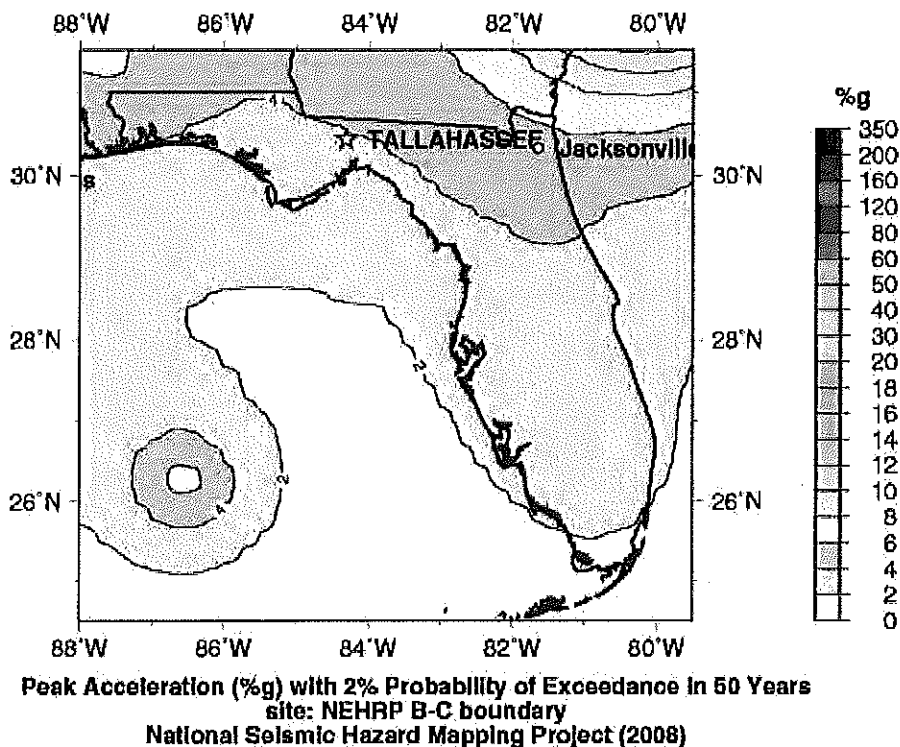
Source: USGS, 2010 and Yanev, 1991

**Table 4.X: Richter Magnitude Scale Classes**

Class	Magnitude Range	Approximate Mercalli Comparison
Micro	<3.0	I
Minor	3.0-3.9	II-III
Light	4.0-4.9	IV-V
Moderate	5.0-5.9	VI-VII
Strong	6.0-6.9	VII-IX
Major	7.0-7.9	IIIV and higher
Great	8.0+	

Source: USGS, 2010

The USGS (2010) reports that no earthquakes of magnitude 3.5 or greater have occurred in Florida within the last 30 years, however, there have been two Intensity VI earthquakes recorded in the state. The first occurred in Northwest Florida on February 6, 1780 and the second was near St. Augustine on January 12, 1879. There are two reports of earthquakes felt in Quincy



**Figure 4.X:**

### 4.2.8 Technological (Hazardous Materials)

The State HMP defines technological hazards as those that are caused by tools, machines, and substances that are used every day. The major technological hazards discussed in the State HMP are hazardous materials and radiological accidents (2010, p. 3.229).

highways, railroad, gas pipeline

### 4.2.9 Human Caused

State HMP includes: civil disturbances, mass immigration, mass casualty incidents, terrorism (domestic, international), weapons of mass destruction (nuclear, biological, chemical)

### 4.3 Vulnerability Assessment

*§201.6(c)(2)(ii): The risk assessment shall include “a description of the jurisdiction’s vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community. All plans approved after October 1, 2008 must also address NFIP insured structures that have been repetitively damaged by floods. The plan should describe vulnerability in terms of (A) the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas; (B) an estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section and a description of the methodology used to prepare the estimate.”*

**Mandatory:** Summary of each jurisdiction’s vulnerability to each hazard and impacts [7a & b], including repetitive loss properties [8a] – critical facilities, vulnerable populations, high risk areas, reference Section 2.2 and 2.3, total structures

**Not Mandatory:** identify structures existing and future [9a & b], estimate losses in dollars and explain methodology [10a & b], and analyze development trends [11a].

Probability table

0 – No risk, not going to happen

1 – very unlikely, likely to occur once in 400 years, 0.25% annual chance probability

2 – unlikely, likely to occur once in 100 years; 1% annual chance probability

3 – moderate, likely to occur at least once in 20 years

4 – high, likely to occur once in five years

5 – very high, likely to occur annually

6 – common, likely to occur more than once per year

Some flooding									
100 year flood									
500 year flood									
Tropical Storm									
Category 1 Hurricane									
Category 2 Hurricane									
Category 3 Hurricane									
Category 4 Hurricane									
Category 5 Hurricane									
Severe Thunderstorm									
Tornado									
Wildfire									

Drought									
Extreme Heat									
Winter Storm									
Freeze									
Erosion									
Landslide									
Sinkhole									
Earthquake									
Hazardous Material									
Human-caused									

Vulnerability – how bad can it be, \$, population impacted

Impact – damages (i.e. debris,

Each jurisdiction in Gadsden County varies slightly in its vulnerability to the hazards that occur. The variability is due to local geographical and geological conditions, development patterns, and infrastructure placement. Construction practices, age of structure, and level of maintenance are also factors that may increase vulnerability to hazards. The subsections of this portion of the document identify how particular conditions of each jurisdiction differ from the community as a whole and whether those factors make it more or less susceptible to specific hazards.

#### 4.3.1 Hazard Impacts

All Gadsden County jurisdictions are susceptible to flooding events. Areas that are low lying, near water, and downstream from dams are particularly susceptible to flooding, however dry creek beds, drainage ditches, and urban areas can flood. Structures that are particularly susceptible to flooding are those located in the floodplain, have basements or below-grade crawl spaces, and mobile homes that are improperly anchored to a foundation. Infrastructure such as bridges and roads that pass over culverts are also susceptible to damages from flooding. Wastewater facilities and storage of hazardous materials should be protected from flooding as spread of waste can exacerbate damage of the flood and cause additional environmental and health damage. Flooded roads can prevent evacuation and access to emergency services. The type of flooding can result in different types of impacts. Flash flooding is especially dangerous to life and property because it is often unexpected and can carry large amounts of debris. Flowing floods cause erosion, lead to landslides, carry damaging debris, and can even carry away people, cars, and unanchored structures. Flooding that does not subside quickly can cause lasting damage to buildings and pose a health concern. Stagnant water leads to mold in buildings and creates an ideal environment in which mosquitoes can breed.

All areas of Gadsden County are vulnerable to strong winds from tropical storms, hurricanes, and severe thunderstorms. Most of the damage from strong winds is caused not by the wind itself, but from the debris it carries. Therefore, one of the best ways to mitigate for wind hazards is to minimize the amount of debris that can become airborne. Property maintenance regulations should be adopted and enforced because areas near trash piles,



junkyards, and unkempt properties are vulnerable to damage from airborne debris. Buildings that are improperly constructed or maintained are more susceptible to wind events and contribute to airborne debris. Mobile homes should be properly anchored to a foundation to prevent lift from strong winds. Crops are also susceptible to wind damage. Strong winds can break plants and ruin crops. Power lines are at risk of toppling or having trees fall on them during wind storms resulting in loss of power, risk of fire, and injury if someone comes in contact with a downed line. Debris can also block evacuation and emergency services access routes.

Tornadoes are also wind events, but are very different in character. As a very localized and violently twisting column of air they can have devastating effects on some properties, but leave adjacent properties nearly unharmed. Mobile homes are especially susceptible to damage from tornadoes. The combination of light, and oftentimes poor, construction with inadequate anchoring results in total destruction. Mobile homes should be evacuated during a tornado event. Mobile home and RV parks should have onsite shelters as tornadoes are unpredictable and form quickly. Older, poorly built, and poorly maintained structures are also at greater risk from tornado events. Roofs and siding materials are often torn off structures and become part of the debris that causes additional damage.

Hail can occur with thunderstorms and can affect all jurisdictions within the county. Although most hail is small and causes very little damage, large hail can cause significant damage. Crops are most susceptible to damage by hail, which can pulverize plants, bruise fruit, and break branches. Hail can also hurt ranch animals that do not have adequate shelter. Structures usually are resistant to damage from hail, but metal siding, windows, and poorly constructed roofs can receive significant damage. Automobiles can be severely dented by large hail. Personal injury and death can also occur from large hail, people should always seek shelter.

Rural areas with dry fuel sources are most susceptible to wildfire, but no jurisdiction is safe from risk. People are the primary cause of wildfire. Overgrown grass, cropland, brush, and forested areas are ideal areas for a wildfire. Although natural resources, forest, and agricultural land are the most common losses from a wildfire event, homes and other structures can easily be overtaken by an out of control fire. To prevent structure loss from wildfire, areas around buildings should be maintained to be clear of debris and overgrown vegetation. Fire has the tendency to climb uphill, so despite the view, hilltops should be avoided as home sites. Structures in areas at risk for wildfire events should also be built with fire resistant materials such as metal or brick as opposed to wood. Wildfires produce smoke, resulting in poor air quality, which can reduce visibility and cause health concerns, especially for those with asthma.

Agricultural crops are generally the first casualties of drought, however long-term droughts can result in insufficient water supply, an increased risk of wildfire, erosion, and eventual economic decline. Municipal suppliers of water should plan for decreased water supplies during times of drought and prevent development that would overtax local water resources. Regulations on water use can help decrease water usage and limit the short-term effects of a drought.

Extreme temperatures may come with a drought, but can occur and be even more dangerous when combined with wet weather. The major impact of extreme temperatures is on

personal health. Heat cramps, heat exhaustion, and heat stroke are all conditions caused by over exertion in hot temperatures. Heat stroke can cause brain damage and even death. Hot and dry conditions put people at risk for dehydration while hot and wet conditions prevent evaporative cooling produced by perspiration. Certain populations are at greater risk from high heat. The young and old are less physically able to cope with extreme temperatures and are often dependant on others to supply adequate shelter and hydrating fluids. Extreme temperatures may be accompanied by poor air quality, which can exacerbate health concerns. The poor often do not have access to air conditioning, cooling mechanisms, adequate shelter, or adequate fluids.

- Winter storms
- Freezes
- Erosion
- Landslides
- Sinkholes
- Earthquakes
- Hazardous materials
- Human caused (

#### 4.3.2 Vulnerabilities of Unincorporated Areas

The unincorporated areas of Gadsden County are vulnerable to all the hazard events identified in Section 4.2. Because of the rural and agricultural nature of the unincorporated parts of the county, it is more susceptible to flooding, wildfire, and those hazards that damage agriculture. Conversely, the rural areas are less susceptible to damage from hazards that damage structures and human-caused hazards.

Hazard	Probability	Vulnerability	Impact
Flooding		Identified floodplains Wetlands Dams Inadequate drainage	
Dam Failure		Yes	
Wind		Nearly 3000 mobile homes Property maintenance	Debris
Hail		Agriculture	
Wildfire		Agriculture, silviculture, forested lands	
Drought		Agriculture No public water service, reliance on private wells	
Extreme Heat		Elderly, children No AC	
Winter Storm		Visibility	

	Hazardous conditions for drivers, pedestrians
Freeze	Agriculture Frozen pipes due to inadequate insulation
Erosion	
Sinkhole	
Landslide	Steepest areas, especially near flowing water bodies Agricultural damage possible Structural damage possible
Earthquake	Older buildings,
Hazardous Material	Along certain highway routes, railroad
Human-Caused	Less likely to occur in the rural areas of the county

### 4.3.2 City of Chattahoochee

Hazard	Probability	Vulnerability	Impact
Flooding		Apalachicola River Crawfish Island Drainage issues Wetlands	
Dam Failure		Jim Woodruff Dam	
Wind			
Hail			
Wildfire			
Drought			
Extreme Heat			
Winter Storm			
Freeze			
Erosion			
Sinkhole			
Landslide			
Earthquake			
Hazardous Material			
Human-Caused			

### 4.3.3 Town of Greensboro

Hazard	Probability	Vulnerability	Impact
Flooding		Small floodplain (10 acres) No development impacted	

Most likely damage from drainage Issues	
Dam Failure	None
Tropical Cyclone	
Severe Storm	
Tornado	
Wildfire	
Drought	
Extreme Heat	
Winter Storm	
Freeze	
Erosion	
Sinkhole	
Landslide	
Earthquake	
Hazardous Material	
Human-Caused	

#### 4.3.4 City of Gretna

Hazard	Probability	Vulnerability	Impact
Flooding		Three creeks: (?) Lake Gretna drainage	
Dam Failure		None	
Tropical Cyclone			
Severe Storm			
Tornado			
Wildfire			
Drought			
Extreme Heat			
Winter Storm			
Freeze			
Erosion			
Sinkhole			
Landslide			
Earthquake			
Hazardous Material			
Human-Caused			

### 4.3.5 Town of Havana

Hazard	Probability	Vulnerability	Impact
Flooding		Lack of proper stormwater drainage	
Dam Failure		None	
Tropical Cyclone			
Severe Storm			
Tornado			
Wildfire			
Drought			
Extreme Heat			
Winter Storm			
Freeze			
Erosion			
Sinkhole			
Landslide			
Earthquake			
Hazardous Material			
Human-Caused			

### 4.3.6 City of Midway

Hazard	Probability	Vulnerability	Impact
Flooding		Ochlocknee River	
Dam Failure		Holley Branch	
Tropical Cyclone			
Severe Storm			
Tornado			
Wildfire			
Drought			
Extreme Heat			
Winter Storm			
Freeze			
Erosion			
Sinkhole			
Landslide			
Earthquake			
Hazardous Material			
Human-Caused			

### 4.3.7 City of Quincy

Hazard	Probability	Vulnerability	Impact
Flooding			
Dam Failure			
Tropical Cyclone			
Severe Storm			
Tornado			
Wildfire			
Drought			
Extreme Heat			
Winter Storm			
Freeze			
Erosion			
Sinkhole			
Landslide			
Earthquake			
Hazardous Material			
Human-Caused			

## Section 5.0: Mitigation Strategy

*§201.6(c)(3): The plan shall include “a mitigation strategy that provides the jurisdiction’s blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.”*

The core of the Local Mitigation Strategy (LMS) is the mitigation strategy. The mitigation strategy was developed after review of the other planning mechanisms and efforts occurring in Gadsden County. A discussion of the other planning and mitigation efforts can be found in Section 3.4. This section identifies eight long-term goals that state the desired end-state of the community and outlines objectives for each goal that will help to achieve that goal. Actions and projects are specific tasks that are built off of the objectives developed in this plan. Completion of each action or project will bring the community a step closer to eliminate losses from hazards. Implementation of each action or project requires organization, time, and funding. These aspects are discussed in Section 5.3 and provide a guide on how each task can be achieved.

### 5.1 Mitigation Goals and Objectives

*§201.6(c)(3)(i): The mitigation strategy shall include “a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.”*

Upon review of the previously standing goals and objectives, it was determined that they were too specific and did not comprehensively include all possible mitigation actions and projects. This flaw with the goals and objectives was highlighted by the need to add an additional goal and several objectives to the LMS in order to obtain funding for acquisition of a repetitive loss property during early 2010. The total revision of goals and objectives for the Gadsden County LMS was completed with an aim to have a comprehensive set of goals that clearly state a desired future condition and objectives that provide a toolbox of ideas for the development and addition of mitigation projects. Not all of the objectives have corresponding actions, however the inclusion of such a set of a comprehensive objectives will allow for easy addition of projects during the life of this plan and during subsequent update cycles. Although not worded in the same manner, this new set of goals and objectives is consistent with the State of Florida Hazard Mitigation Plan and the former goals and objectives of the 2006 Gadsden County LMS. Documentation of how the new goals and objectives relate to the former goals and objectives is included in Appendix A.

#### **Goal 1.0: Threats to the health, safety, and welfare of all persons within Gadsden County, during and after a hazardous event, will be minimized or eliminated.**

Objective 1.1: Develop plans for the safe evacuation of all persons, with special attention given to the specific needs of vulnerable populations.

Objective 1.2: Provide adequate and secure safe rooms and public shelters to house and protect the population during and after a hazard event.

Objective 1.3: Encourage people to evacuate or move to a public shelter in a timely manner by providing safe housing for pets and overcoming other obstacles to removing persons from the path of hazards.

Objective 1.4: Encourage the private sector to develop emergency plans for mitigation, evacuation, shelter, and recovery.

**Goal 2.0: Damage and loss of property caused by hazards will be minimized or eliminated.**

Objective 2.1: Modify existing structures to prevent and minimize impacts from a hazard event.

Objective 2.2: Regulate location and construction of new structures to avoid and withstand hazards.

Objective 2.3: Establish property maintenance standards to reduce spread of fire, windborne debris, damage to structures and utilities from trees, groundwater contamination from hazardous materials, and spread of disease by mosquitoes and other pests.

Objective 2.4: Encourage all persons to obtain hazard insurance to aid in repair of structures and replacement of personal items in case damaged or destroyed.

**Goal 3.0: Economic, cultural, and natural resources will be protected from losses caused by hazards occurring in Gadsden County.**

Objective 3.1: Encourage and aid private businesses in protecting their structures and property during and after hazard events.

Objective 3.2: Reduce risks of agricultural losses due to hazards.

Objective 3.3: Minimize losses to and support repair of cultural resource sites and structures.

Objective 3.4: Protect and manage natural resources as a natural defense system against the effects of hazards and as an economic basis for the community.

**Goal 4.0: All people who live in, work in, or visit Gadsden County will be aware of potential hazards and know how to minimize their risk in case of a hazardous event.**

Objective 4.1: Spread awareness of hazards, the potential dangers of each type of hazard, and how individuals can prepare for and minimize their risk from hazards.

Objective 4.2: Provide access to information about potential hazards and how individuals can protect themselves and their property from harm.

Objective 4.3: Ensure all persons within an affected area are warned of an impending hazard event and are notified of hazardous situations.

Objective 4.4: Enhance knowledge of local hazards by ensuring distribution of educational materials and access to programs for persons who are disabled, homebound, institutionalized, or speak a foreign language.



Objective 4.5: Join, participate, and contribute to programs and organizations that further the public education goals of this plan, such as the national Firewise Communities program.

**Goal 5.0: Critical facilities, infrastructure, and services will remain operational during and after hazard events.**

Objective 5.1: Construct and retrofit critical facilities and infrastructure to minimize or eliminate damage from any hazard that may occur, especially shelters and emergency response facilities.

Objective 5.2: Equip critical facilities to remain operational in case of infrastructure and service failure.

Objective 5.3: Coordinate with public and private utility providers to harden infrastructure and service lines against damage.

Objective 5.4: Upgrade and replace public infrastructure that is degraded and/or inadequate to handle peak hazard conditions.

Objective 5.5: Obtain, expand, or develop adequate facilities to meet the needs of the community.

**Goal 6.0: Emergency management and response personnel will be well equipped, knowledgeable, and effective at aiding the affected population to anticipate, respond to, and recover from hazard events.**

Objective 6.1: Coordinate with local agencies and neighboring jurisdictions to identify needs and opportunities to improve hazard mitigation regulation and develop partnerships for implementation of mitigation initiatives.

Objective 6.2: Seek, coordinate, and develop training and educational opportunities that spread knowledge about mitigation strategies and how to react during a hazardous event for personnel, volunteers, and the public.

Objective 6.3: Collect, maintain, and update data about hazardous events, new development, and critical facilities to increase knowledge about occurrences and effects of hazardous events, understand local vulnerabilities, and develop a resource upon which future plans may be based or updated.

Objective 6.4: Evaluate and improve the capability for local emergency management personnel to react during and after a hazard event by ensuring adequate and appropriate facilities, equipment, and personnel are available to meet community needs.

Objective 6.5: Coordinate the development, evaluation, and revision of emergency management plans including the Local Mitigation Strategy, Comprehensive Emergency Management Plan, and Continuity of Operations Plan.

**Goal 7.0: Damages due to flooding will be minimized or eliminated.**

Objective 7.1: Participate in the National Flood Insurance Program (NFIP) by adopting a floodplain management ordinance that meets or exceeds NFIP minimum criteria to reduce future flood damage.

Objective 7.2: Once participating in the NFIP, maintain compliance by enforcing the local floodplain management ordinance.

Objective 7.3: Participate in the Community Rating System (CRS) to reduce premium rates for flood insurance holders in the community by adopting a floodplain management ordinance that exceeds NFIP minimum criteria.

Objective 7.4: Utilize HGMP, PDM, and other flood mitigation assistance grants to fund mitigation strategies such as acquisition, demolition, relocation, modification, and elevation as applicable to individual grant programs.

**Goal 8.0: Opportunities to mitigate natural and human-caused hazards will be maximized.**

Objective 8.1: Seek hazard mitigation funding opportunities from Federal, State, and private sources.

Objective 8.2: Develop strategies to increase local funding for the percent match for funded projects and to use toward implementation of projects without outside funding.

Objective 8.3: Establish low-cost incentive programs to encourage private entities and citizens to take an active role in mitigating hazards.

## **5.2 Mitigation Actions and Projects**

*§201.6(c)(3)(ii): The mitigation strategy shall include “a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction’s participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.”*

*§201.6(c)(3)(iv): “For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.”*

There are many actions and projects that a community, or individual, can undertake to reduce or eliminate losses from hazards. FEMA identifies six general categories of mitigation actions in the Developing the Mitigation Plan how-to guide (FEMA 386-3, 2003, p. 2-1). The following is excerpted from the guide:

1. Prevention. Government administrative or regulatory actions or processes that influence the way land and buildings are developed and built. These actions also include public activities to reduce hazard losses. Examples include planning and zoning, building codes, capital improvement programs, open space preservation, and storm water management regulations.
2. Property Protection. Actions that involve the modification of existing buildings or structures to protect them from a hazard or removal from the hazard area. Examples

include acquisition, elevation, relocation, structural retrofits, storm shutters, and shatter-resistant glass.

3. **Public Education and Awareness.** Actions to inform and educate citizens, elected officials, and property owners about the hazards and potential ways to mitigate them. Such actions include outreach projects, real estate disclosure, hazard information centers, and school-age and adult education programs.
4. **Natural Resource Protection.** Actions that, in addition to minimizing hazard losses, also preserve or restore the functions of natural systems. These actions include sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
5. **Emergency Services.** Actions that protect people and property during and immediately after a disaster or hazard event. Services include warning systems, emergency response services, and protection of critical facilities.
6. **Structural Projects.** Actions that involve the construction of structures to reduce the impact of a hazard. Such structures include dams, levees, floodwalls, seawalls, retaining walls, and safe rooms.

A very specific and important action for all communities is participation in FEMA's National Flood Insurance Program (NFIP). Participation and compliance with the NFIP provides the opportunity for the residents of the jurisdiction to obtain federally backed flood insurance. In order to participate in the NFIP, each jurisdiction must adopt and enforce a floodplain management ordinance that meets or exceeds minimum development criteria identified by the program to minimize losses due to flooding. This plan specifically supports participation in the NFIP and the Community Rating System (CRS) through Goal 7.0; Objectives 7.1, 7.2, and 7.3; and Project #043. Currently all jurisdictions except Greensboro and Gretna are participating in the NFIP. Gretna officials report that they are currently preparing to submit an application for participation. No jurisdictions currently participate in the CRS, a program that allows a discount in flood insurance rates if the community adopts more stringent development standards.

The LMS Working Group has developed, implemented, and expanded the mitigation project list over several years. Table 5.1 provides a comprehensive list of mitigation projects, including the current status of each project and how each relates to the goals and objectives of this plan. A numbering system was implemented in 2006 starting with Project #001, so projects added prior to 2006 do not have an associated project number. Of the 59 projects listed, 13 have been completed, two have been deleted because they were mitigated in a different manner, and one was relisted. Of the 43 active projects, 10 are ongoing, nine were deferred due to a lack of funding, and 24 are new projects added during the 2010 update process. A majority of the active projects identified are within the general category of structural projects: eight address new buildings and infrastructure and 23 address existing structures and infrastructure. In a matrix format, Table 5.2 lists the active projects and identifies to which jurisdictions and hazards the mitigation project applies.

***Table 5.1: Mitigation Project Master List***

Project Name	Description	Event Year	Status	Associated Event & Subject
Relocate Gadsden County E911 Center and EOC	Relocate to a central location and larger facility.	2003	Completed in 2006.	
Gretna City Hall	Critical facility upgrade of existing structure to withstand all hazards and maintain operation during an event.	Pre-2006	Ongoing. Retrofits completed, awaiting generators and hookups.	
Water Intake Structure for Quincy	Mitigate water intake structure.	Pre-2006	Deleted. Need to construct new wellhead alleviated need for mitigation.	
Chaf Chason Road, Gadsden County	Drainage retrofit. Access enhancement for evacuation and critical services.	Pre-2006	Completed in 2006.	
Frank Smith/Squirrel Lane, Gadsden County	Drainage retrofit. Access enhancement for evacuation and critical services.	Pre-2006	Completed in July 2010.	
Knight Road, Midway	Access needed for emergency services and evacuation. Flooding caused loss of access. Drainage and paving construction has begun.	Pre-2006	Completed in 2008.	
Parker Knight Road (formerly Williams Road), Midway	Access needed for emergency services and evacuation. Flooding caused loss of access. Drainage and paving construction has begun.	Pre-2006	Completed in 2010.	
001: Chattahoochee City Hall, Police Department, and Fire Department Retrofits	Retrofit critical facilities to withstand all hazards.	2006	Deferred due to lack of funding.	
002: Crawfish Island Emergency Exit, Chattahoochee	Approximately 40 homes in the floodplain with limited access to evacuation routes. Need to elevate roadways and improve drainage to allow for evacuation during a flood event.	2006	Ongoing. Some work completed, awaiting additional funding.	
003: Public Awareness of Flood Vulnerabilities	Measures to inform the residents of Gadsden County floodplains and low-lying areas subject to flooding.	2006	Ongoing.	
004: Gadsden County Hazardous Materials Teams	Recruit, train and equip personnel to effectively respond to hazmat events to protect life and property.	2006	Ongoing.	

ID Number/Name	Description	Date Added	Status	Associated Code's & Other Fees
005: Shelter Public Awareness	Measures to inform residents and visitors of Gadsden County shelter locations, special needs accommodations, and procedures prior to an event.	2006	Ongoing.	
006: Gadsden County Alternate Debris Field	Contract with debris management company to identify alternate debris holding area, develop a plan, and conduct removal of debris.	2006	Ongoing. Bid process underway.	
007: Communications Repeaters	Upgrade and enhance critical communications infrastructure to ensure continuity of operations and interoperable communication in emergencies and critical events.	2006	Ongoing.	
008: East Gadsden Shelter	Conduct a study to identify shelter retrofitting needs and cost estimates for the acquisition of generators, shuttering, and pre-wiring.	2006	Completed in April 2010.	
009: A and B Street Extension – Lanier Estates/Lanier Oaks, Gretna	Access needed for emergency services and evacuation. Repair existing road and enhance drainage to withstand flooding.	2006	Ongoing.	
010: Gretna Elementary School	Critical facility retrofitting for shelter including shutters and generator.	2006	Deleted. West Gadsden identified as alternative shelter site.	
011: Havana Police Department	Critical facility retrofitting to enlarge facility to adequately meet community needs.	2006	Completed in 2009.	
012: Central Road, Midway	Unpaved portion in City to Joe Budd Wildlife Management Area needs culverts and possible evacuation route.	2006	Completed in 2009.	
013: Midway Fire Station #2	Located on CR268 (West Midway) CSX Railway splits Midway in half. A second fire station is needed. Will also serve areas of Gadsden that do not currently fall within the jurisdiction of any fire stations. Possible shelter and EMS station.	2006	Temporarily deleted after funding was not obtained. Re-added in 2010 as Project 034.	
014: Kitts Lane and Mine Road, Midway	Repair existing road and enhance drainage with culverts and possible road elevation.	2006	Deferred due to lack of funding.	

ID # and Name	Description	Date started	Status	Associated State Funding
015: McCray Martin Road, Midway	Southern end is subject to washout. Needs repair and enhance drainage with culverts and possibly road elevation.	2006	Deferred due to lack of funding.	
016: Midway Police Substation	Critical facility retrofit former fire station into police substation.	2006	Deferred due to lack of funding.	
017: Silver Hill Road, Midway	Northern end is subject to washout. Needs enhanced drainage.	2006	Completed in 2009.	
018: Quincy EMS Station	Relocate existing services to new facility that has adequate space for expanded services and personnel.	2006	Deferred due to lack of funding.	
019: Bear Creek Road Bridge (DOT#500018), Gadsden County	Bridge repairs.	2006	Completed in 2009.	
020: Flat Creek Road Bridge (DOT#500023), Gadsden County	Bridge repair and enhancements to withstand flooding event for evacuation.	2006	Deferred due to lack of funding.	
021: Hutchinson Ferry Road Bridge (DOT#500034), Gadsden County	Bridge repair. Cooperation needed with Leon County.	2006	Completed in 2009.	
022: Kemp Road Bridge (DOT#500035), Gadsden County	Bridge repair.	2006	Completed in 2008.	
023: Lincoln Drive Bridge, Gadsden County	Bridge repair to provide access to Mosquito Creek	2006	Deferred due to lack of funding.	
024: Point Milligan Bridge (DOT#500040), Gadsden County	Bridge repair.	2006	Ongoing. Piling bracing needed before project is complete.	
025: Salem Road Bridge (DOT#500033), Gadsden County	Bridge repair and enhancement to withstand flooding event for evacuation.	2006	Deferred due to lack of funding.	
026: Sheline Drive, Gadsden County	Repair and enhance road to improve drainage with culverts and possibly road elevation.	2006	Ongoing.	
027: Tallavana Trail, Gadsden County	Enhance stormwater drainage.	2006	Completed in 2009.	
028: Gadsden County Health Department Mobile Response Vehicle	Currently borrow vehicle from Wakulla County to provide health care to homebound residents. Need vehicle to reach people during and after an event.	2010	New project.	

ID # and Name	Description	Year Aired	Status	Approved Grant #
029: Gadsden County Health Department Backup Generator	Install necessary connections and install a backup generator to ensure critical facility operation during and after an event.	2010	New project. Have started installing hookups.	
030: Quincy Fire Department Retrofit	Repair and enhance strength of critical facility to withstand hazardous storm events.	2010	New project. Grant applied for.	
031: Rosedale Water Treatment Plant, Chattahoochee	Replace or upgrade failing critical facility.	2010	New project. Seeking funding.	
032: Gretna Community Center	Equip and enhance existing structure to serve as an evacuation staging area and temporary shelter.	2010	New project.	
033: Greensboro Volunteer Fire Department Station	Construct facility for VFD.	2010	New project.	
034: Midway Volunteer Fire Department Station #2	Located on CR268 (West Midway) CSX Railway splits Midway in half. A second fire station is needed. Will also serve areas of Gadsden that do not currently fall within the jurisdiction of any fire stations. Possible shelter and EMS station.	2010	Formerly Project 013. Deferred due to lack of funding.	
035: Lake Gretna Stormwater Drainage	Implement a stormwater drainage system to address flooding of roadways. Project will improve drainage swells, expand the capacity of cross drain systems, and construct stormwater drainage facilities.	2010	New project.	
036: Midway Wastewater and Sewage Plant	Construct a centralized critical facility to provide services to entire community.	2010	New project.	
037: Gadsden County Emergency Management Website	Update website to provide information about hazards, shelters, and appropriate contacts.	2010	New project.	
038: Countywide Warning System	Implement a warning system to alert residents of an imminent hazard and to provide shelter and evacuation information.	2010	New project. Researching alternatives.	
039: School Bus Use Agreement	Develop an agreement with the County School Board to utilize buses and drivers for transportation of residents to shelters.	2010	New project.	
040: Hazardous Waste Awareness	Inform residents of the proper procedures for disposing of hazardous wastes.	2010	New project. Notices in local newspapers.	

Item Name	Description	Year Started	Status	Associated State & Addresses
041: Havana Stormwater Drainage	Improve stormwater drainage citywide to reduce flooding, debris, and mosquito problems. Five culvert locations identified.	2010	New project.	
042: Intergovernmental Shelter, Chattahoochee	Cooperate with the Town of Sneads and Jackson County to identify and improve a shelter for residents in the northwest area of Gadsden County	2010	New project. Talks with Town of Sneads, alternative sites being identified.	
043: Enroll in the National Flood Insurance Program (NFIP), Greensboro and Gretna	The cities of Greensboro and Gretna need to adopt floodplain management ordinances, which meet or exceed minimum requirements of the NFIP program in order to participate in the program.	2010	New project. Gretna has begun process to join NFIP.	
044: Standardize Fire Fighting Equipment Countywide	Replace old fire fighting equipment, ensuring that all fire departments countywide have equipment that is interchangeable and can function together to improve mutual aid between departments.	2010	New project. Grant applied for.	
045: Fire Truck and Ambulances	Replace and expand fire truck and ambulance vehicles countywide to ensure adequate service capabilities. An estimated 10 fire trucks and 3 ambulances are needed.	2010	New project.	
046: Havana Volunteer Fire Department Expansion	Improve facility to withstand hazardous events.	2010	New project.	
047: Midway City Hall Backup Generator	Provide emergency backup electrical source for critical facility.	2010	New project. Researching costs.	
048: Midway Fire Department Backup Generator	Provide emergency backup electrical source for critical facility.	2010	New project.	
049: Midway Municipal Buildings Retrofit	Retrofit the Midway City Hall, Fire Department, and Community Center to withstand hazards and remain functional during an event.	2010	New project.	
050: River Park Drive, Midway	Enhance to decrease flooding.	2010	New project.	
051: Ochlocknee Point Apartments, Midway	Only one access point to development that crosses railroad. Need an alternate access/evacuation route.	2010	New project.	
052: High Bluff Court, Midway	Pave road to enhance drainage.	2010	New project.	



**Table 5.2: Active Mitigation Projects by Jurisdiction and Hazard**

ID # or Name	Gadsden County (unincorporated areas)	Chattahoochee	Greensboro	Gretna	Havana	Midway	Quincy	Flooding/Dam Failure	Hurricanes/Trop. Storms	Severe Storms/Tornadoes	Wildfire	Drought/Extreme Heat	Winter Storms/Freezes	Geological Hazards	Hazardous Materials	Human Caused
Gretna City Hall				X				X	X	X	X	X	X	X	X	X
001		X						X	X	X	X	X	X	X	X	X
002		X						X	X							
003	X	X	X	X	X	X	X	X								
004	X	X	X	X	X	X	X								X	
005	X	X	X	X	X	X	X	X	X	X		X				
006	X	X	X	X	X	X	X	X	X	X				X		
007	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
009				X				X	X	X						
014						X		X	X	X						
015						X		X	X	X						
016						X		X	X	X	X	X	X	X	X	X
018							X	X	X	X	X	X	X	X	X	X
020	X							X	X	X						
023	X							X	X	X						
024	X							X	X	X						
025	X							X	X	X						
026	X							X	X	X						
028	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
029	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
030							X	X	X	X	X	X	X	X	X	X
031		X						X	X	X		X		X		
032				X				X	X	X	X	X	X	X	X	X
033			X					X	X	X	X	X	X	X	X	X
034						X		X	X	X	X	X	X	X	X	X
035				X				X								
036						X		X	X			X				
037	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
038	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
039	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

ID # or Name	Gadsden County (unincorporated areas)	Chattahoochee	Greensboro	Gretna	Havana	Midway	Quincy	Flooding/Dam Failure	Hurricanes/Trop. Storms	Severe Storms/Tornadoes	Wildfire	Drought/Extreme Heat	Winter Storms/Freezes	Geological Hazards	Hazardous Materials	Human Caused
040	X	X	X	X	X	X	X								X	
041					X			X	X	X						
042		X						X	X	X	X	X	X	X	X	X
043			X	X				X								
044	X	X	X	X	X	X	X				X				X	X
045	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
046					X			X	X	X	X	X	X	X	X	X
047						X		X	X	X	X	X	X	X	X	X
048						X		X	X	X	X	X	X	X	X	X
049						X		X	X	X	X	X	X	X	X	X
050						X		X	X	X						
051						X		X	X	X	X	X	X	X	X	X
052						X		X	X	X						

Source: LMS Working Group, Authors' analysis

### 5.3 Implementation Strategy

*§201.6(c)(3)(iii): The mitigation strategy shall include “an action plan describing how the actions identified in paragraph (c)(3)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.”*

Conceptualizing mitigation projects is meaningless unless they can be implemented. For each project there are certain costs in terms of money, time, and work resources. It must also be recognized that there are several mitigation projects that are in competition for these resources. In order to maximize effectiveness of the available resources, projects must be prioritized based on need, benefits, and available resources. The following sections discuss such aspects of implementing mitigation projects.

#### 5.3.1 Project Administration

Gadsden County Emergency Management (GCEM) staff and the LMS Working Group prioritize and seek funding for mitigation projects, but local jurisdictions are responsible for project management and implementation. GCEM staff apply for and manage grants for mitigation projects. The appropriate jurisdictional departments and staff manage and implement the projects. Table 5.5 identifies the lead agency for each mitigation project.

### 5.3.2 Project Prioritization

Prioritizing projects is an important step in implementation when there is limited funding. There must be agreement among the LMS Working Group members as to which projects should be implemented first. It is generally agreed that certain projects are more critical than others. The priority ranking in Table 5.5 represents the level of general agreement on a scale of “high,” “medium,” or “low” priority. Most projects were ranked as “high” during the July 8, 2010 meeting. This indicates that the need to complete this project is based on the potential to save one or more lives. Medium ranked priorities indicate a project that is in need of implementation, but currently there is no risk to life if it is not completed. Low ranked projects are not likely to save a life if implemented. Because these projects are mitigation projects, which are intended to reduce risk to hazards, it is almost by definition that a majority of the projects were ranked as “high.” In order to separate the most important projects, representatives from each municipality were requested to identify the most important project. This resulted in several projects being identified as “very high” in Table 5.5.

It is recognized that a general understanding of the importance of a project is not always an adequate analysis of prioritization. Because so many projects are identified at the same priority rating, a more objective prioritization process has been adopted by the LMS Working Group. The Project Prioritization Method is a several page worksheet that assigns a numerical value to several factors to aid in prioritizing projects when general agreement among the group cannot be reached. A copy of the Project Prioritization Method is located in Appendix E. The Project Prioritization Method contains eight categories: Goals and Objectives, Level of Vulnerability, Cost Effectiveness, Ancillary Benefits, Local Funding, Special Designations, Timelines, and Local Expertise. The point weighting system gives the most weight to projects that produce a benefit that is greater than their cost under the Cost Effectiveness category. Analysis of projects based on a cost-benefit review ensures the ability to maximize the benefits of available funding. The Local Expertise category provides the second highest weight and is similar to the process that the LMS Working Group went through to develop the priority ranking identified in Table 5.5. This category recognizes that local officials and professionals understand best how a project will benefit the community.

### 5.3.3 Funding Sources

FEMA’s Hazard Mitigation Assistance grant programs provide funding for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages. Table 5.3 lists and briefly describes the mitigation grant programs. More information on each of these programs can be obtained through the State Hazard Mitigation Officer and on the FEMA website. Many of these programs are administered through the Florida Division of Emergency Management and not directly through FEMA.

**Table 5.3: FEMA Hazard Mitigation Assistance Grant Programs**

Program	Description
Hazard Mitigation Grant Program (HMGP)	Assists in implementing long-term hazard mitigation measures following Presidential disaster declarations. Funding is available to implement projects in accordance with State, Tribal, and local priorities.

Pre-Disaster Mitigation (PDM)	Provides funds on an annual basis for hazard mitigation planning and the implementation of mitigation projects prior to a disaster. The goal of the PDM program is to reduce overall risk to the population and structures, while at the same time, also reducing reliance on Federal funding from actual disaster declarations.
Flood Mitigation Assistance (FMA)	Provides funds on an annual basis so that measures can be taken to reduce or eliminate risk of flood damage to buildings insured under the National Flood Insurance Program (NFIP).
Repetitive Flood Claims (RFC)	Provides funds on an annual basis to reduce the risk of flood damage to individual properties insured under the NFIP that have had one or more claim payments for flood damages. RFC provides up to 100% federal funding for projects in communities that meet the reduced capacity requirements.
Severe Repetitive Loss (SRL)	Provides funds on an annual basis to reduce the risk of flood damage to residential structures insured under the NFIP that are qualified as severe repetitive loss structures. SRL provides up to 90% federal funding for eligible projects.

Source: FEMA Hazard Mitigation Assistance, 2010b

There are many other sources of funding available for mitigation projects. Table 5.4 identifies some of the most prominent funding sources available to counties and municipalities in Florida. Each source funds specific activities that will need to be matched to specific projects. Table 5.4 by no means lists all the available funding sources and effort should be made by GCEM staff, the LMS Working Group, and individual jurisdictions to identify appropriate funding sources for identified mitigation projects.

**Table 5.4: Other Funding Sources**

Program	Source	Description
Assistance to Firefighters Grant Program (AFGP)	U.S. Fire Administration	The purpose is to award one-year grants directly to fire departments and nonaffiliated emergency medical services (EMS) organizations of a State to enhance their abilities with respect to fire and fire-related hazards.
Community Development Block Grant (CDBG)	U.S. Department of Housing and Urban Development (HUD)	A flexible program that provides communities with resources to address a wide range of unique community development needs. Including disaster recovery assistance for Presidentially declared disaster areas.
Community Facilities Grants (CFG)	U.S. Department of Agriculture (USDA)	Community Programs provides grants to assist in the development of essential community facilities in rural areas and towns of up to 20,000 in population. Grant funds can be used to construct, enlarge, or improve community facilities for health care, public safety, and community and public services, including purchase of equipment required for a facility's operation.
Emergency Management Performance Grant (EMPG)	FEMA via Florida Division of Emergency Management (DEM)	To assist state and local governments in enhancing and sustaining all-hazards emergency management capabilities. EMPG funds are awarded based on population estimates and require a 50/50 match.

Emergency Management, Preparedness, and Assistance (EMPA)	DEM	The Emergency Management, Preparedness, and Assistance Trust Fund was established by the Florida Legislature in 1993. Each county receives an equal share of these funds annually. To receive these grants, the county must have a full-time Emergency Management Coordinator according to Rule 9G-19 of the Florida Administrative Code.
Florida EMS Grants	Florida Department of Health	County grants and two matching grants. General Matching Grants where the State will pay 75% of approved budgets and Rural Matching Grants for counties where the population is less than 100,000 the State will pay 90% of approved budgets.
Florida's Small Cities Community Development Block Grant Program	HUD via Florida Department of Community Affairs (DCA)	Counties with fewer than 200,000 residents with low to moderate income, slum and blight, and/or urgent needs can apply for funding for otherwise unaffordable projects. Funds can be used for water and sewer improvements and drainage improvements.
Homeland Security Grant Program (HSGP)	FEMA via DEM (?) as State Administrative Agency	A suite of five sub-programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), Operation Stonegarden (OPSG), Metropolitan Medical Response System (MMRS), and Citizen Corps Program (CCP). Together these grants fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises and management and administration. At least 25% of the SHSP and UASI award funds are dedicated towards law enforcement terrorism prevention activities.

Sources: U.S. Fire Administration (2010); HUD (2009); USDA (n.d.); DEM (2010b); Florida Department of Health (2010); DCA (n.d.); and FEMA (2010c).

### 5.3.4 Action Plan

Table 5.5 summarizes the action-plan components for each active mitigation project and provides a starting point for project planning and grant applications. Section 5.3.2 describes the priority ranking process and values. A representative of the lead agency identified estimated cost and time needed to complete a project once it is begun. Potential funding sources are only those funding sources identified in Section 5.3.3; there are many other potential funding sources available. The acronyms used in Table 5.5 to identify funding sources are sourced from Tables 5.3 and 5.4.

**Table 5.5: Active Mitigation Project Action Plan**

ID No.	Priority Ranking	Lead Agency	Estimated Cost	Time	Potential Funding Sources
Gretna City Hall	High	City of Gretna	\$70,000	1 yr.	CDBG, EMPA, HMGP, PDM, CFG
001	Medium	City of Chattahoochee	\$300,000	1 yr.	CDBG, EMPA, HMGP, PDM, CFG
002	Very High	City of Chattahoochee	\$457,000	1 yr.	FMA, HMGP, PDM
003	High	Gadsden County Floodplain Manager – Clyde Collins	\$1,000	6 mos.	EMPATF, FMA, PDM, FEMA

ID # or Name	Priority Ranking	Lead Agency	Estimated Cost	Time	Potential Funding Sources
004	Very High	Gadsden County Emergency Management (GCEM)	\$600,000	1 yr.	EMPTE, ODP, AFGP
005	High	GCEM, Red Cross	\$35,000	1 yr.	EMPATF, HMGP, PDM
006	Low	GCEM	\$35,000	6 mos.	EMPATF, HMGP, PDM
007	Very High	GCEM – Robert Maxwell	\$1M	1 yr.	CDBG, EMPATF, HMGP, PDM
009	Very High	City of Gretna	\$300,000	2 yrs.	CDBG, EMPATF, FMA, HMGP, PDM
014	High	City of Midway	\$400,000	18 mos.	CDBG, EMPATF, FMA, HMGP, PDM
015	High	City of Midway	\$350,000	18 mos.	CDBG, EMPATF, FMA, HMGP, PDM
016	High	City of Midway	\$30,000	6 mos.	CDBG, EMPATF, HMGP, PDM
018	High	City of Quincy	\$2.5M	2 yrs.	CDBG, EMPATF, HMGP, PDM, FL EM Services Matching Grant Program
020	High	Gadsden County Public Works (GCPW)	\$750,000	1 yr.	CDBG, EMPATF, HMGP, PDM
023	High	GCPW	\$750,000	1 yr.	CDBG, EMPATF, HMGP, PDM
025	High	GCPW	\$750,000	1 yr.	CDBG, EMPATF, HMGP, PDM
026	High	GCPW	\$750,000	1 yr.	CDBG, EMPATF, HMGP, PDM
028	Medium	Gadsden County Health Department (GCHD)	\$150,000	1 yr.	EMPATF, Emergency Medical Matching Grant Program
029	High	GCHD	\$103,000	1 yr.	CDBG, EMPATF, PDM, Community Facility Grant Program
030	High	City of Quincy	\$75,000	18 mos.	CDBG, EMPATF, HMGP, PDM, National Fire Grants
031	Very High	City of Chattahoochee	\$1.5M	2 yrs.	CDBG, EMPATF, HMGP, PDM, Community Facility Grant Program
032	High	City of Gretna	\$150,000	1 yr.	CDBG, HMGP, PDM
033	Very High	City of Greensboro	\$500,000	2 yrs.	CDBG, EMPATF, HMGP, PDM, National Fire Grants
034	High	City of Midway	\$2.5M	2 yrs.	CDBG, EMPATF, HMGP, PDM, National Fire Grants
035	High	City of Gretna	\$900,000	18 mos.	CDBG, HMGP, FMA, PDM
036	High	City of Midway	\$6M	2 yrs.	CDBG, EMPATF, HMGP, PDM, Community Facility Grant Program
037	Medium	GCEM	\$500	2 mos.	EMPATF, HMGP, PDM
038	High	GCEM	\$10,000	6 mos.	DHS, EMPATF, HMGP, PDM
039	High	GCEM, Gadsden County School Board	Negligible	2 mos.	N/A

ID # or Name	Priority Ranking	Lead Agency	Estimated Cost	Time	Potential Funding Sources
040	Medium	GCPW, all municipalities	\$1,000	Periodic	EMPATF, PDM
041	Medium	Town of Havana	\$125,000	1 yr.	CDBG, EMPATF, HMGP, PDM, Community Facility Grant Program
042	High	City of Chattahoochee, intergovernmental	\$200,000	1 yr.	CDBG, EMPATF, HMGP, PDM, Community Facility Grant Program
043	High	Town of Greensboro, City of Gretna	Negligible	6 mos.	N/A
044	Medium	Gadsden County Fire Department – Donald Crum	\$650,000	1 yr.	CDBG, EMPATF, HMGP, National Fire Grants
045	Medium	Gadsden County Fire Department – Donald Crum	\$1.687 M	1 yr.	CDBG, EMPATF, HMGP, National Fire Grants
046	Very High	Town of Havana	\$150,000	1 yr.	CDBG, EMPATF, HMGP, PDM, National Fire Grants
047	High	City of Midway	\$15,000	1 mo.	EMPATF, PDM, Community Facility Grant Program
048	High	City of Midway	\$15,000	1 mo.	EMPATF, PDM, Community Facility Grant Program
049	High	City of Midway	\$150,000	1 yr.	CDBG, EMPATF, HMGP, PDM, Community Facility Grant Program
050	Very High	City of Midway	\$250,000	18 mos.	CDBG, EMPATF, FMA, HMGP, PDM
051	Very High	City of Midway	\$650,000	18 mos.	CDBG, EMPATF, PDM
052	High	City of Midway	\$150,000	1 yr.	CDBG, EMPATF, FMA, HMGP, PDM

Source: LMS Working Group, local government officials

## **Section 6.0: Plan Maintenance**

For any plan to be effective, it must be maintained so that it remains a relevant and useful document for guiding appropriate actions and decisions. This section outlines methods for maintaining this plan, incorporating its objectives into other planning processes, and keeping the public involved.

### **6.1 Monitoring, Evaluating, and Updating the Plan**

#### **6.1.1 Regular Monitoring and Evaluation Process**

*§201.6 (c)(4)(i): The plan maintenance process shall include “a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.”*

The formation of the LMS Working Group is authorized and required by the Hazard Mitigation Grant Program Rule (2002) in the Florida Administrative Code. The group is responsible for the development and implementation of the county LMS document. A list of the members of the LMS Working Group that developed this plan update is found in **Table 3.1**. The Gadsden County Emergency Management Office is the local government division responsible for administration of the LMS Working Group.

The Gadsden County LMS Working Group has chosen to identify the Emergency Management Director and Emergency Management Coordinator as chair and vice-chair, respectively. This arrangement will continue until the LMS Working Group expresses the desire and/or need to identify a chairperson for the group that is not Gadsden County Emergency Management Office staff. The chair and vice-chair take on the administrative responsibilities for the LMS Working Group including scheduling LMS Working Group meetings, providing public notice of the meetings, and keeping an official record of the proceedings. The GCEMO staff also take on the responsibility of continual monitoring of the plan to ensure coordination with local government agencies and other organizations, incorporation of updated plan information, identification needed revisions and mitigation opportunities, and identification and pursuing funding for mitigation projects.

Together, the Gadsden County Emergency Management Staff and LMS Working Group monitor and evaluate the LMS document. At meetings, held at least twice per year, the plan is reviewed

The Hazard Mitigation Grant Program Rule sets forth the responsibilities of this LMS Working Group, including the requirement to submit an annual update to DEM by the last working weekday of January each year. The updates will include changes to the 1) hazard assessment, 2) project priority list, 3) critical facilities list, 4) repetitive loss list, and 5) any maps. In order to fulfill requirements of the annual update, the LMS Working Group will meet at least twice per year to review the plan, update the project list, and identify any other changes to the plan. Additional meetings will be called as necessary.



### **6.1.2 Five-Year Update Approval Process**

*§201.6(d)(3): "A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within 5 years in order to continue to be eligible for mitigation project grant funding."*

A comprehensive review and update of the plan will be conducted every five years. This update is due to be adopted by 2011. Provided adoption of this plan occurs on-schedule, the next plan cycle will need to be completed by 2016. Although the revision process should be somewhat continual (through the identification of needed revisions, addition of mitigation projects, and updating of hazard events and critical facilities) based on the monitoring and evaluation process identified in Section 6.1.1, the formal plan revision process should begin at least one year prior to the plan expiration date.

According to §201.6(d)(1) "plans must be submitted to the State Hazard Mitigation Officer (SHMO) for initial review and coordination. The State will then send the plan to the appropriate FEMA Regional Office for formal review and approval." "The Regional review will be completed within 45 days after receipt from the State, whenever possible."

### **6.2 Plan Incorporation**

*§201.6 (c)(4)(ii): The plan maintenance process shall include "a process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate."*

In order to maximize the effectiveness of this plan, its goals, objectives, and implementation methods must be incorporated into other local planning mechanisms. Development of this plan relied partially on what hazard mitigation goals, policies, and regulations have been adopted by regional, countywide, and municipal jurisdictions as evidenced in Section 3.4 and Appendix D. Such analysis and consideration of local efforts should be reciprocal with this plan. The LMS Working Group must be an active advocate for the LMS and ensure that it is considered during other planning processes. GCEMO staff and LMS Working Group members should take an active effort to be informed of other planning efforts and participate in those planning processes to ensure

### **6.3 Continued Public Involvement**

*§201.6 (c)(4)(iii): The plan maintenance process shall include "discussion on how the community will continue public participation in the plan maintenance process."*

Public involvement is imperative to the development and maintenance of any planning document, policy, or regulation. Community members can provide invaluable insights into the local condition, are aware of the greatest community needs, and understand how changes will be received by the public. Because planning efforts are aimed at modifying the local condition, the public must have the opportunity to be involved in the planning process. There are three main ways in which the public will continue to have the opportunity to be involved in the plan maintenance process: through proper public notice of meetings, easy access to the LMS document and meeting records, and a method in which to comment on the document content.

All meetings of the LMS Working Group are public meetings as defined by the Sunshine Law, §286.011 of the Florida Statutes (2009). The law requires that “reasonable notice” must be given of all public meetings so that the media and the general public may have the opportunity to attend the meeting. Although the Sunshine Law does not provide specific requirements for a reasonable public notice, each LMS Working Group meeting will be publicly advertized by publication in a local newspaper, digital posting on the Gadsden County website, and/or paper posting at the Gadsden County Sheriff’s Office. The notice shall contain the time and place of the meeting, a summary of the meeting content if known, and contact information for an individual who can answer questions about the meeting. The notice shall be published and/or posted at least one week prior to the meeting. Furthermore, all meetings will be held in a publicly accessible location and reasonable accommodations will be made for handicapped or special needs persons wanting to attend the meeting.

A publicly accessible plan is important resource for the community not only as a resource, but also as an indication that the decision making body is accountable to the public. Much like the plan itself, record of the public meetings should be maintained in a manner that is accessible to the public. A hard copy of the adopted plan should be maintained in the Gadsden County Emergency Management Office (GCEMO), at the offices of each of the adopting jurisdictions, and at the Gadsden County Library. Additionally, a digital version of the adopted plan should be posted on the websites of the adopting jurisdictions and on the Gadsden County Emergency Management website once it is updated in accordance with Mitigation Project #37. The GCEMO will maintain the minutes and other official records of the proceedings of the LMS Working Group meetings and will make them available to the public upon request.

Without methods to provide comments, the public is not truly involved in the planning process. There are several ways in which opportunity may be given to the public to comment on the LMS and participate in the maintenance process. On each LMS Working Group meeting agenda, an item for discussion should be reserved for hearing comments from the public in attendance. Every copy of the plan, whether paper copy or online, should be accompanied by instructions and contact information for providing comments to the LMS Working Group. Staff members of the GCEMO are responsible for receiving, documenting, and forwarding public comments to the LMS Working Group for consideration and action.

## **Appendices**

Review and Revision Table (referenced in 1.2)

Public meeting notices, contact lists, attendee lists, and minutes (referenced in 3.0)

## Appendix A: Review and Revision Documentation

This appendix documents how the 2006 Gadsden County Local Mitigation Strategy (LMS) document was reviewed and revised to create this updated plan. Table A.1 shows the changes as they relate to the 2006 LMS and identifies where the comparable update information can be found in this document. Table A.2 identifies how the new goals and objectives developed for this plan update relate to the goals and objectives from the 2006 LMS. Section 5.1 describes the review and revision process for development of an entirely new set of goals and objectives for this update.

**Table A.1: Document Review and Revision**

Original Plan Section	How Reviewed	Revised?	Location in Updated Plan
Executive Summary	Modified to describe plan update.	Yes	Preface
<b>Chapter 1: The Planning Process</b>			
1.1 Origins of the Gadsden County Local Mitigation Plan	Summarized	Yes	1.0 Introduction
1.2 Current Update and Plan Adoption	Summarized Updated to reflect current process	Yes	1.0 Introduction 3.0 The Planning Process
1.3 Opportunity for Public Involvement	Updated to reflect current process	Yes	3.3 Participation
1.4 LMS Working Committee Membership	Updated to reflect current members	Yes	3.2.1 Local Mitigation Strategy Working Group
1.5 LMS Working Committee Meetings	Updated to reflect current process	Yes	3.3 Participation
1.6 Supporting Information/Documents Available for LMS Inclusion		Yes	3.4 Review of Existing Plans, Studies, Reports and Technical Information
1.7 Description of the Planning Process		Yes	3.0 The Planning Process
<b>Chapter 2: Risk Assessment and Vulnerability Analysis</b>			
2.1 Gadsden County Profile			2.0 Important Background Information on County
2.2 Hazard Identification			4.1 Hazard Identification
2.3 Vulnerability Analysis			4.3 Vulnerability Analysis
2.4 Hurricanes and Tropical Storms		Yes	
2.5 Tornadoes and Severe Storms	Reviewed several data sources to update historical record	Yes	4.2.3 Severe Storms and Tornadoes
2.6 Forest Fires			

2.7 Floods		Yes	4.2.1 Flooding and Dam Failure
2.8 Drought and Heat Wave			
2.9 Winter Storms/Freeze			
2.10 Sinkholes			
2.11 Earthquakes			
2.12 Coastal and Riverine Erosion			
2.13 Hazardous Materials			
2.14 Dam/Levee Failure			4.2.1 Flooding and Dam Failure
2.15 Land Uses and Future Development Trends			
2.16 Municipal Risk and Vulnerability Assessment			
<b>Chapter 3: Mitigation Strategy</b>			
3.1 Mitigation Blueprint		Yes	5.0 Mitigation Strategy; Appendix D: Current Mitigation Strategies in Support Documents
3.2 Mitigation Goals and Objectives	Review described in Section 5.1. Table A.2.	Yes	5.1 Mitigation Goals and Objectives
3.3 Mitigation Actions and Projects		Yes	5.2 Mitigation Actions and Projects
3.4 Action Plan		Yes	5.3 Implementation Strategy
3.5 Jurisdictional Action Items		Yes	Table 5.X
3.6 Monitoring, Maintenance and Updating		Yes	6.1 Monitoring, Evaluating, and Updating the Plan
3.7 Incorporations with other Planning Mechanisms		Yes	6.2 Plan Incorporation
3.8 Public Participation	Revised to be more comprehensive and provide guidelines for action.	Yes	6.3 Continued Public Involvement
<b>Appendices</b>			
Appendix 1: Jurisdiction Adoption	Replace with new adoptions.	Yes	Preface
Appendix 2: Minutes from LMS Working Committee Meetings	Document current update process meetings.	Yes	Appendix B
Appendix 3: Project Scoring Methodology	Reviewed and updated with minor modifications.	Yes	Appendix E
Appendix 4: List of Gadsden County Critical Facilities	Updated list and contact information.	Yes	Appendix C
Appendix 5: US Census Data for Gadsden County	Summarized for both Gadsden County and municipalities. Identify source for more information.	Yes	Section 2.0, American FactFinder Website
Appendix 6: MEMPHIS Data and	Removed. Did not use MEMPHIS	No	N/A

Methodology	data.		
Appendix 7: FEMA/State Crosswalk	July 1, 2008 Crosswalk completed for this updated document.	Yes	Preface

**Table A.2: Incorporation of 2006 LMS Goals and Objectives into the 2010 LMS Update**

2006 LMS Goal or Objective	Related Goal or Objective in the 2010 Update
Goal 1.0: Maintain an ongoing effort to emphasize the mitigation process in all areas of Gadsden County government operations and development.	Reflected in all plan goals.
Objective 1.1: Appoint/reappoint on an annual basis, the County Mitigation Coordinator through the Office of Emergency Management	Removed. Emergency management personnel act in the capacity of chair and vice-chair of the LMS Working Group and are identified as such on a rolling basis. Description is provided in Section 6.1.
Objective 1.2: The Mitigation Coordinator will work with municipal and County authorities to identify needed revisions to policies, local development regulations and ordinances relating to mitigation; update list of vulnerable community assets and critical facilities; update hazard maps as needed; develop initiatives to address unmet needs; match sources of funding to initiatives.	Incorporated into O-6.1, O-6.3 and all objectives under G-8.0. Also relevant to plan maintenance and described in Section 6.1.
Objective 1.3: Ensure County Emergency Management staff coordinate review and revision of the Local Mitigation Strategy.	O-6.5
Objective 1.4: The County Mitigation Coordinator will attend Board meetings and note citizen complaints. This will be provided to the LMS Working Committee for possible mitigation opportunities.	Incorporated into O-6.1 and identified in plan maintenance in Section 6.1.
Objective 1.5: The County will maintain a record of development, especially those in identified hazard areas. Such development reports will be provided to the LMS Working Committee for possible mitigation opportunities.	O-6.3
Objective 1.6: Coordinate with the Apalachee Regional Planning Council on mitigation initiatives, to include public awareness campaigns.	O-6.1
Goal 2.0: Increase Public and Private Sectors awareness and support for disaster loss reduction through mitigation policies, plans, and procedures.	
Objective 2.1: Continue to invite public and private sector representatives to continue to participate in the development, review, and preparation of mitigation policies, procedures, and plans.	
Objective 2.2: Develop and promote outreach strategies designed to educate residents and visitors to Gadsden County of local hazards, their associated risk and vulnerabilities, and applicable mitigation actions.	
Objective 2.3: Advertise in local media outlets of future meetings of the LMS Working Committee and solicit their continued support and input into the long term mitigation planning efforts in Gadsden County.	
Objective 2.4 Promote awareness of Florida's Firewise Communities concepts for Gadsden County residents.	
Objective 2.5: Maintain the ongoing education and outreach effort to educate elected officials on the importance of hazard mitigation.	

Objective 2.6: Promote the all-hazards awareness campaign developed by the State of Florida, Division of Emergency Management, as found and described at <a href="http://www.floridadisaster.org">www.floridadisaster.org</a> . This includes awareness materials for hurricanes, floods, winter storms, heat/drought, and a host of additional hazards applicable to Gadsden County.	
Objective 2.7: Investigate the possibilities of enhancing the Gadsden County Emergency Management website to include the LMS Plan, and any other pertinent information, as a measure to increase public awareness and input.	
<b>Goal 3.0: Maximize mitigation opportunities prior to each hurricane season.</b>	
Objective 3.1: Review funding sources and obtain notices of funding availability for the Emergency Management Preparedness and Assistance Trust Fund competitive grant, Flood Mitigation Assistance program, Community Development Block Grants, and Florida Communities Trust.	
Objective 3.2: Review universe of funding sources and add any new funding sources to serve as the requisite match for the programs listed above. This is to include identification of local projects using non-federal funds that could be considered for global match provisions.	
Objective 3.3: Update and revise the LMS project list. Identify the best fit source of potential funding for each identified project. Prioritize the list of potential projects.	
Objective 3.4: Determine cost estimates for proposed projects.	
Objective 3.5: Update list of completed and on-going mitigation initiatives and projects.	
Objective 3.6: Update hazard maps, as needed.	
Objective 3.7: Update flood or other hazard histories, as needed.	
Objective 3.8: Update list of mitigation programs and policies, if needed.	
Objective 3.9: Update all components of the Local Mitigation Strategy and submit to Board of County Commissioners for approval.	
<b>Goal 4.0: Maintain an ongoing effort to maximize post-disaster mitigation options.</b>	
Objective 4.1: Obtain information regarding the availability of and requirements of the Hazard Mitigation Grant Program, CDBG, and any other mitigation program available post-disaster.	
Objective 4.2: Identify suitable projects for HMGP, CDBG, and any other special post-disaster funding from existing LMS Plan, and any new projects identified.	
Objective 4.3: Prioritize projects and apply for funding for those projects that have the highest potential for funding.	
Objective 4.4: Maintain a list of any new projects identified to add to the annual revised list of mitigation projects and initiatives.	
Objective 4.5: Keep records of damage, and repetitive damage for updating hazard history.	
<b>Goal 5.0: Reduce critical facility risk and vulnerability to appropriate, known hazards to ensure operability when disasters occur.</b>	
Objective 5.1: Update the critical facilities inventory on a biannual basis.	
Objective 5.2: Maintain, update, and when needed, ensure hazard mitigation projects reflect efforts to reduce critical facility vulnerabilities.	
Objective 5.3: Prioritize critical facility hazard mitigation projects for potential, future funding opportunities.	

Goal 6.0: Resolve conflicts arising from the development and implementation of the Gadsden County Local Mitigation Strategy.	
Objective 6.1: Ensure the LMS Working Committee follows the guidelines contained in the Intergovernmental Coordination Element of the Comprehensive Plan before beginning any local hazard mitigation initiative in the final local mitigation strategy.	
Objective 6.2: Contact and coordinate mitigation strategies with agencies within the county, adjacent local governments and any regional, state and/or federal agencies that are likely to be affected by the initiative or having jurisdiction and or permit authority over the initiative.	
Objective 6.3: Interact with neighboring jurisdictions and request to be informed of any government action that may affect the long-term health, safety, and welfare of Gadsden County.	
Objective 6.4: Require any conflicts to be presented to the County on any proposed mitigation effort in writing for disposition by the proper County entity.	
Objective 6.5: The LMS Working Committee Chairman will review the complaint and provide a response through the government clerk or manager.	
Goal 7.0: Reduce flood related damages through the use of mitigation strategies.	
Objective 7.1: Utilize Hazard Mitigation Grant Programs (HMGP) for acquisitions, demolition, relocation of structures with conversion of the underlying property to deed-restricted open space; Elevation of existing structures to at least the base flood elevation (BFE) or an advisory base flood elevation (ABFE) or higher; Dry flood proofing of non-residential structures; and minor and localized flood reduction projects.	
Objective 7.2: Utilize pre-disaster mitigation (PDM) grants for acquisition and demolition or relocation of structures.	
Objective 7.3: Utilize Flood Mitigation Assistance grants for acquisition and demolition or relocation of structures, with conversion of the underlying property to deed-restricted open space; Elevation of existing structures to at least the BFE or ABFE or higher; Dry flood proofing of non-residential structures; and Minor and localized flood reduction projects.	
Objective 7.4: Utilize Repetitive Flood Claims (RFC) grants for Acquisition and demolition or relocation of structures, with conversion of the underlying property to deed-restricted open space; Elevation of existing structures to at least the BFE or an ABFE or higher; Dry flood proofing of non-residential structures; and Minor localized flood reduction projects.	
Objective 7.5: Severe Repetitive Loss (SRL) grants for Acquisition and demolition or relocation of structures, with conversion of the underlying property to deed-restricted open space; Elevation of existing structures to at least the BFE or an ABFE or higher; Mitigation reconstruction; Dry flood proofing (historic property only); and Minor and localized flood reduction projects.	



## Appendix B: Public Meeting Documentation

Public notice of the LMS Working Group meetings was provided through several methods. The following pages contain the notices provided for publish in the local newspapers, distributed directly to stakeholders, and posted in public locations. Public notice was published in three local newspapers, including the Gadsden County Times, the Havana Herald, and the Twin City News. Publication dates for each meeting are listed in Table A.X.1. Tables A.X.2 and A.X.3 list the organizations and individuals who were directly notified of one or more of the LMS Working Groups. Not all contacts were notified of each meeting because the list was expanded throughout the process as additional stakeholders were identified.

**Figure B.X.1: June 10, 2010 LMS Working Group Meeting Public Notice**

**Notice of Public Meeting**

The Gadsden County Local Mitigation Strategy Working Group will hold a public meeting at which the matters of business will include, but are not limited to: the required five-year update of the Gadsden County Local Mitigation Strategy, discussion of natural and human-caused hazards to be included in the strategy, and review of the critical facilities list to be included in the strategy.

**Date:** June 10, 2010  
**Time:** 10:00am  
**Place:** Gadsden County Sheriff's Office in the ground floor conference room Located at 339 E Jefferson Street, Quincy, Florida.

All are invited to attend. Any questions regarding this meeting can be directed to Charles Brinkley by calling (850) 875-8642. Comments regarding the content of the Local Mitigation Strategy update can be submitted in writing to Anne Rokyta c/o Charles Brinkley, Gadsden County Sheriff's Office, 339 E Jefferson ST, Quincy, FL 32351 or to [annerokyta@tds.net](mailto:annerokyta@tds.net).

**Figure B.X.2: July 8, 2010 LMS Working Group Meeting Public Notice**

**Notice of Public Meeting**

The Gadsden County Local Mitigation Strategy Working Group will hold a public meeting at which the matters of business will include, but are not limited to: the required five-year update of the Gadsden County Local Mitigation Strategy, setting of plan goals, and development and prioritization of mitigation projects.

**Date:** July 8, 2010  
**Time:** 10:00am  
**Place:** Gadsden County Sheriff's Office in the ground floor classroom located at 339 E Jefferson Street, Quincy, Florida.

All are invited to attend. Any questions regarding this meeting can be directed to Charles Brinkley by calling (850) 875-8642. Comments regarding the content of the Local Mitigation Strategy update can be submitted in

writing to Anne Rokyta c/o Charles Brinkley, Gadsden County Sheriff's Office, 339 E Jefferson ST, Quincy, FL 32351 or to [annerokyta@tds.net](mailto:annerokyta@tds.net).

**Table B.X.1: Public Notice Publication Dates for Each LMS Meeting**

Newspaper	June 10, 2010	July 8, 2010	August 5, 2010
Gadsden County Times	June 3, 2010		
Havana Herald	May 27, 2010		
Twin Cities News	May 27, 2010	July 1, 2010	

Source: Gadsden County Times, Havana Herald, and Twin City News

**Table B.X.2: Additional Representatives Who Received Direct Notice of LMS Meetings**

Jurisdiction	Department	Contact	Title	Contact Method
Gadsden County	County Administrator	Johnny Williams	County Administrator	Email
Gadsden County	Management Services	Arthur L. Lawson, Sr.	Assistant County Administrator	Email
Gadsden County	Planning and Community Development	Jill Jeglie	Interim Director	Email
Gadsden County	Public Works	Robert Presnell	Director	LMS Member
Gadsden County	Emergency Medical Services	Don Crump	Director	LMS Member
Gadsden County	Fire Services	Andre Walker	Coordinator	LMS Member
Gadsden County	Building Inspection/Facilities Management	Clyde Collins	Building Official	Email
Gadsden County	Parks/Solid Waste/Animal Control	Charles Chapman	Administrative Coordinator	Email
Gadsden County Health Department	Administration	Marlon Hunter	Administrator	LMS Member
Gadsden County Schools	Administration	Reginald C. James	Superintendent	Post
Gadsden County Sheriff's Office	Bureau of Administration	Shawn Wood, Sr.	Emergency Management Director	LMS Chairman
Gadsden County Sheriff's Office	Bureau of Administration	Charles Brinkley	Emergency Management Coordinator	LMS Coordinator
City of Chattahoochee	Administration/Utility and Public Works	Elmon "Lee" Garner	City Manager	LMS Member
City of Chattahoochee	Fire Department	Billy Campbell	Fire Chief	Post
City of Chattahoochee	Police Department	Vann Pullen	Police Chief	Post

City of Chattahoochee	Sewer Treatment Plant	John P. Owens	Plant Operator	Post
Town of Greensboro	Administration	Buddy Pitts	Mayor	LMS Member
Town of Greensboro	Police Department	Tim Hall	Police Chief	Post, Email
City of Gretna	Administration	Antonio Jefferson	City Manager	LMS Member
City of Gretna	Police Department	Brian Bess	Police Chief	Email
City of Gretna	Public Works	Terrell William "Bill" Revels	Director	Post
City of Gretna	Waste Water Plant			Post
Town of Havana	Administration	Howard L. McKinnon	Town Manager	LMS Member
Town of Havana	Police Department	E. Glynn Beach	Police Chief	Email
Town of Havana	Utilities			Post
Town of Havana	Volunteer Fire Department	Don Vickers	Fire Chief	Post
City of Midway	Administration	Agatha Muse-Salters	City Manager	LMS Member
City of Midway	Fire Department	J. Frank Robinson	Fire Chief	Post
City of Quincy	Administration	Jack L. McLean, Jr.	City Manager	LMS Member
City of Quincy	Fire Department	Howard Smith		LMS Member
City of Quincy	Police Department	Ferman Richardson	Police Chief	Post
City of Quincy	Public Works	Wille E. Banks		Post
City of Quincy	Utilities	Mike Wade	Director	Email

**Table B.K.3: Other Stakeholders Who Received Direct Notice of LMS Meetings**

Organization	Department	Contact	Title	Contact Method
<b>Neighboring Jurisdictions</b>				
Calhoun County, FL		Don A. "Sonny" O'Bryan	Emergency Manager	Post
Decatur County, GA	Decatur County EMA	Charlie McCann	Fire Chief/EMA	Post; Email
Grady County, GA	Grady County EMA			Email
Jackson County, FL		Rodney Andreasen	Emergency Manager	Post
Leon County, FL		Richard R. Smith	Emergency Manager	Post
Liberty County, FL		Rhonda Lewis	Emergency Manager	Post
Seminole County, GA	Seminole County EMA			Email
<b>Other Local and Regional Interests</b>				

American Red Cross	Capital Area Chapter	Debara Jump	Regional Development Director	Email
Apalachee Regional Planning Council	Emergency Management	Denise Imbler	Emergency Management Planner	Email
Apalachee Regional Planning Council	Emergency Management	Chris Rietow	Emergency Management Planner	Email
Chamber of Commerce		David A. Gardner	Executive Director	Email
Jim Woodruff Dam		Jason Barrentine	Operations Manager	Post
Leon Department of Health		Brian Bradshaw		Email
Northwest Florida Water Management District	Headquarters			Post
Talquin Electric Cooperative				Post

**Table B.X.X: June 10, 2010 Attendee List**

Name	Position
Don Crum	EMS/Fire Chief
Tim Hall	Police Chief
Charlie McCann	Decatur County Fire Chief/EMA
Andre Walker	Fire/EMS
Brian Bradshaw	
Lee Garner	Chattahoochee City Manager
Buddy Pitts	Greensboro Mayor
Howard Smith	Quincy Fire
Robert Presnell	Public Works Director
Agatha Muse-Salters	Midway City Manager
Antonio Jefferson	Gretna City Manager
Charles Brinkley	Emergency Management Coordinator
Shawn Wood	Emergency Management Director
Anne Rokyta	LMS Intern
Cheryl Dippre	LMS Intern

### **June 10, 2010 Meeting Summary**

Cheryl Dippre and Anne Rokyta presented a summary of the process and requirements for the LMS update. Rokyta reviewed proposed changes to the list of hazards to be included in the plan and in which order they should be presented. There was general agreement that the list should reflect the State Hazard Mitigation Plan listing. References to coastal hazards were removed due to the inland location of Gadsden County. Although not previously included in the plan, a member of the group reported an incident of landslide and thus landslides should be considered in the plan. The group agreed to use the term “technological hazards” and include reference to radiological accidents as the State HMP does. Similarly, they suggested Human-Caused Hazards should be mentioned in the plan, but didn’t need to be an in depth assessment. The Human-Caused Hazards should reflect the categories in the State HMP, which includes Civil

Disturbances, Mass Immigration, Mass Casualty Incidents, Terrorism, and Weapons of Mass Destruction.

Dippre presented the LMS Working Group with a copy of the revised Critical Facilities List and requested that any changes, additions, or deletions be reported to include in the final document. She also presented the current goals and objectives requesting that any comments about changes or inclusions be expressed. The group was asked to develop lists of mitigation projects for their corresponding jurisdictions to be considered for inclusion into the plan at the next meeting.

## **Appendix C: Critical Facility Inventory**

# Appendix D: Current Mitigation Strategies in Support Documents

Authority, policy, program, or resource	Mitigation Goal
Apalachee Regional Planning Council Strategic Regional Policy Plan	
Regional Goal EP 1.1: Be prepared for hazards associated with tropical cyclones.	
Regional Policy 1.1.4: Roadway improvements will be made in a coordinated, timely, and orderly manner to avoid the potential for exceeding the evacuation capacity of the Region's road network by (a) consulting with local governments and the Regional Planning Council prior to road construction, (b) avoiding, where possible, construction activities on critical evacuation routes during hurricane season, and (c) by completing the job according to the work schedule.	

## Appendix E: Project Prioritization Method

### Gadsden County Local Mitigation Strategy Prioritization and Scoring Method

The LMS Prioritization and Scoring Method is used for identifying projects and programs that have technical merit, will be cost effective, and acceptable to the public upon implementation. The project or program is described and categorized by type. The score is used as the basis for the preliminary ranking of projects and programs on the LMS list.

Reference Number:

Location:

Project/Program Name:

Project/Program Description:

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Project/Program Category

### Goals & Objectives

Points are awarded for each goal and/or objective supported by the project or program from the Local Mitigation Strategy. Choose the goals and objectives supported by the project/program. Total the number of goals and objectives addressed. Multiply the total number of goals and objectives by the points awarded to obtain the score.

Criteria	List Goals & Objectives	Total #	Points	Score
Goals			2	
Objectives			1	
			Total:	

### Level of Vulnerability

Points are based upon the type of hazard mitigated and the predetermined Level of Vulnerability.



Hazard Type:

Criteria	Points	Score
High Level of Vulnerability	15	
Moderate Level of Vulnerability	10	
Low Level of Vulnerability	5	
No Vulnerability Identified	0	
Total:		

**Cost Effectiveness**

Points are awarded based on a positive Benefit Cost Ratio (BCR). The BCR is obtained by dividing the estimated value of the project benefits(s) by the estimated project costs. Projects with a BCR of 1.0 or greater will be awarded 30 points. 15 points will be awarded for projects that demonstrate life saving benefits, but have a BCR less than 1.0. (Example: Estimated Benefits of Project = \$25,000, Cost of Project = \$30,000, BCR = 0.833)

Criteria	Points	Score
Benefit-Cost Ratio is 1.0 or greater	30	
Benefit-Cost Ratio is <1.0 <b>and</b> the project could save lives, prevent injuries, and/or protect the health of residents and visitors	15	
Benefit-Cost Ratio is <1.0 and is <b>not</b> expected to save lives, prevent injuries, and/or protect the health of residents and visitors	0	

Estimated Project Costs:
Estimated Project Benefits:
Estimated BCR:

Benefits description/assumptions:

Total:

**Ancillary Benefits**

Additional benefits associated with the initiation or completion of the project or programs have been identified. These benefits highlight areas that were deemed significant during the development of the Local Mitigation Strategy.

Criteria	Points	Score
Community Participation	5	
Critical Facility	5	
Improved Evacuation and/or Sheltering Capabilities	5	
Multi-Jurisdictional	5	
Eligible for the National Register of historic Places	5	

Public-Private Partnership	5	
Natural Features Restored or Improved	5	
Total:		

### Local Funding

Will local funding be provided for the project? Identify source for matching funds.

Criteria	Points	Score
Local funding provides more than 25% of project cost	15	
Local funding provides 25% of project cost	10	
Local funding provides less than 25% of project cost	5	
No local funding available	0	
Total:		

### Special Designations

Points are awarded if the Project/Program has a special designation or falls within an area of Critical State Concern.

A HUBZone is a "Historically Underutilized Business Zone"

An Enterprise Zone is a specific geographic area targeted for economic revitalizing. Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries.

Criteria	Points	Score
Designated HUBZone	15	
Designated Enterprise Zone	20	
Other Designations	10	
Total:		

### Timeliness

Points are awarded based on the expected timeframe for completion and implementation of the project or program.

Criteria	Points	Score
Less than one year to complete or implement	10	
More than one year to complete or implement	5	
Long Term Project (one year or more before implementation)	0	
Total:		

### Local Expertise

Points are awarded based on the local expertise of the County Engineer, EM Director, Public Works official, or other jurisdictional authority. This correlation is based on a rating of the project or program by the selected authority.

Criteria	Rating	Points	Score
The project/program has the greatest likelihood of significantly benefiting the jurisdiction	5	25	
The project/program has a significant likelihood of benefiting the jurisdiction	4	20	
The project/program will likely benefit the jurisdiction	3	15	
The project/program may benefit the jurisdiction in more than one area of concern	2	10	
The project/program may benefit the jurisdiction in at least one area of concern	1	5	
The project/program could benefit the jurisdiction, however there are circumstances that may decrease the chances for it to be completed or implemented.	0	0	
<b>Total:</b>			

**Total Worksheet Score**

Criteria	Score
Goals & Objectives	
Level of Vulnerability	
Cost-Benefit	
Ancillary Benefits	
Local Funding Availability	
Special Designations	
Timeliness	
Local Expertise	
<b>TOTAL SCORE</b>	

Date Completed:

Scorers Initials:

Reviewed by Gadsden County LMS Working Group:

Comments:

## **Acronyms**

<b>BFE</b>	Base Flood Elevation
<b>CDBG</b>	Community Development Block Grant program
<b>DCA</b>	Florida Department of Community Affairs
<b>DEM</b>	Florida Department of Community Affairs, Division of Emergency Management
<b>EMS</b>	Emergency Management Services
<b>FEMA</b>	Federal Emergency Management Agency
<b>FIRM</b>	Flood Insurance Rate Map
<b>GCEMO</b>	Gadsden County Emergency Management Office
<b>HMGP</b>	Hazard Mitigation Grant Program
<b>HUD</b>	United States Department of Housing and Urban Development
<b>LMS</b>	Local Mitigation Strategy
<b>mph</b>	miles per hour
<b>NCDC</b>	National Climatic Data Center
<b>NOAA</b>	National Oceanic and Atmospheric Administration
<b>NWS</b>	National Weather Service
<b>PDM</b>	Pre-Disaster Mitigation grant program
<b>SHELDUS</b>	Spatial Hazard Events and Losses Database for the United States
<b>USDA</b>	United States Department of Agriculture

## Definitions

**Adoption.** A resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy (Hazard Mitigation Grant Program, 2002)

**Asset.** Any manmade or natural feature that has value, including, but not limited to people; buildings; infrastructure like bridges, roads, and sewer and water systems; lifelines like electricity and communication resources; or environmental, cultural, or recreational features like parks, dunes, wetlands, or landmarks (FEMA 386-2, 2001).

**Base Flood Elevation (BFE).** The elevation of the water surface resulting from a flood that has a 1% chance of occurring in any given year, measured in feet from a referenced vertical datum (FEMA 386-2, 2001).

**Critical Facility.** Facilities that are critical to the health and welfare of the population and that are especially important following hazard events. Critical facilities include, but are not limited to, shelters, police and fire stations, and hospitals (FEMA 386-2, 2001).

**Debris.** The scattered remains of assets broken or destroyed in a hazard event. Debris caused by a wind or water hazard event can cause additional damage to other assets (FEMA 386-2, 2001).

**Earthquake.** A sudden motion or trembling that is caused by a release of strain accumulated within or along the edge of Earth's tectonic plates (FEMA 386-2, 2001).

**Erosion.** Wearing away of the land surface by detachment and movement of soil and rock fragments, during a flood or storm over a period of years, through the action of wind, water, or other geologic processes (FEMA 386-2, 2001).

**Extent.** The size of an area affected by a hazard or hazard event (FEMA 386-2, 2001).

**Fault.** A fracture in the continuity of a rock formation caused by a shifting or dislodging of the Earth's crust, in which adjacent surfaces are differentially displaced parallel to the plane of fracture (FEMA 386-2, 2001).

**Federal Emergency Management Agency (FEMA).** Independent agency created in 1978 to provide a single point of accountability for all Federal activities related to disaster mitigation and emergency preparedness, response, and recovery (FEMA 386-2, 2001).

**Flash Flood.** A flood event occurring with little or no warning where water levels rise at an extremely fast rate (FEMA 386-2, 2001).

**Flood.** A general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland or tidal waters, (2) the usual and rapid accumulation or runoff of surface waters from any source, or (3) mudflows or the sudden collapse of shoreline land (FEMA 386-2, 2001).

**Flood Insurance Rate Map (FIRM).** Map of a community, prepared by the Federal Emergency Management Agency, that shows both the special flood hazard areas and the risk premium zones applicable to the community (FEMA 386-2, 2001).

**Flood Insurance Study (FIS).** A study that provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations in a community or communities (FEMA 386-2, 2001).

**Floodplain.** Any land area, including watercourse, susceptible to partial or complete inundation by water from any source (FEMA 386-2, 2001).

**Frequency.** A measure of how often events of a particular magnitude are expected to occur. Frequency describes how often a hazard of a specific magnitude, duration, and/or extent typically occurs, on average. Statistically, a hazard with a 100-year recurrence interval is expected to occur once every 100 years on average, and would have a 1 percent chance – its probability – of happening in any given year. The reliability of this information varies depending on the kind of hazard being considered (FEMA 386-2, 2001).

**Fujita Scale of Tornado Intensity.** Rates tornadoes with numeric values from F0 to F5 based on tornado windspeed and damage sustained. An F0 indicates minimal damage such as broken tree limbs or signs, while an F5 indicates severe damage sustained (FEMA 386-2, 2001).

**Hazard.** A condition that exposes human life or property to harm from a man-made or natural disaster (Hazard Mitigation Grant Program Rule, 2002). A source of potential danger or adverse condition. Hazards include naturally occurring events such as floods, earthquakes, tornadoes, tsunamis, coastal storms, landslides, and wildfires that strike populated areas. A natural event is a hazard when it has the potential to harm people or property (FEMA 386-2, 2001).

**Hazard Mitigation.** Sustained action taken to reduce or eliminate long-term risk to people and their property from hazards (FEMA, 2009).

**Hurricane.** An intense tropical cyclone, formed in the atmosphere over warm ocean areas, in which wind speeds reach 74-miles-per-hour or more and blow in a large spiral around a relatively calm center or “eye” (FEMA 386-2, 2001).

**Infrastructure.** Refers to the public services of a community that have a direct impact on the quality of life. Infrastructure includes communication technology such as phone lines or internet access, vital services such as public water supplies and sewer treatment facilities, and includes an area’s transportation system and waterways (FEMA 386-2, 2001).

**Intensity.** A measure of the effects of a hazard event at a particular place (FEMA 386-2, 2001).

**Local Mitigation Strategy or LMS.** A plan to reduce the identified hazards within a county (Hazard Mitigation Grant Program, 2002).

**LMS Working Group.** The group responsible for development and implementation of the Local Mitigation Strategy as required by Florida Administrative Code 9G-22.004 (Hazard Mitigation Grant Program Rule, 2002).

**Magnitude.** A measure of the strength of a hazard event. The magnitude (also referred to as severity) of a given hazard event is usually determined using technical measures specific to the hazard (FEMA 386-2, 2001).

**Mitigation Plan.** A systematic evaluation of the nature and extent of vulnerability to the effects of natural hazards typically present in the state and includes a description of actions to minimize future vulnerability to hazards (FEMA 386-2, 2001).

**National Flood Insurance Program (NFIP).** Federal program created by Congress in 1968 that makes flood insurance available in communities that enact minimum floodplain management regulations in 44 CFR §60.3 (FEMA 386-2, 2001).

**Probability.** A statistical measure of the likelihood that a hazard event will occur (FEMA 386-2, 2001).

**Project.** A hazard mitigation measure as identified in an LMS (Hazard Mitigation Grant Program, 2002).

**Repetitive Loss Structures.** Structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences (Hazard Mitigation Grant Program, 2002).

**Richter Scale.** A numerical scale of earthquake magnitude devised by seismologist C.F. Richter in 1935 (FEMA 386-2, 2001).

**Risk.** The estimated impact that a hazard would have on people, services, facilities, and structures in a community; the likelihood of a hazard event resulting in an adverse condition that causes injury or damage. Risk is often expressed in relative terms such as a high, moderate or low likelihood of sustaining damage above a particular threshold due to a specific type of hazard event. It also can be expressed in terms of potential monetary losses associated with the intensity of the hazard (FEMA 386-2, 2001).

**Riverine.** Of or produced by a river (FEMA 386-2, 2001).

**Tornado.** A violently rotating column of air extending from a thunderstorm to the ground (FEMA 386-2, 2001).

**Tropical Cyclone.** A generic term for a cyclonic, low-pressure system over tropical or subtropical waters (FEMA 386-2, 2001).

**Tropical Depression.** A tropical cyclone with maximum sustained winds of less than 39 mph (FEMA 386-2, 2001).

**Tropical Storm.** A tropical cyclone with maximum sustained winds greater than 39 mph and less than 74 mph (FEMA 386-2, 2001).

**Vulnerability.** Describes how exposed or susceptible to damage an asset is. Vulnerability depends on an asset's construction, contents, and the economic value of its functions.

Like indirect damages, the vulnerability of one element of the community is often related to the vulnerability of another. For example, many businesses depend on uninterrupted electrical power – if an electric substation is flooded, it will affect not only the substation itself, but a number of businesses as well. Often, indirect effects can be much more widespread and damaging than direct ones (FEMA 386-2, 2001).

**Vulnerability Assessment.** The extent of injury and damage that may result from a hazard event of a given intensity in a given area. The vulnerability assessment should address impacts of hazard events on the existing and future built environment (FEMA 386-2, 2001).

**Wildfire.** An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures (FEMA 386-2, 2001).



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## Resources

American FactFinder: <http://factfinder.census.gov>

American Red Cross: [www.redcross.org](http://www.redcross.org)

Assistance to Firefighters Grant Program:  
<http://www.usfa.dhs.gov/fireservice/grants/afgp/index.shtm>

Capital Area Chapter of the American Red Cross: [www.tallyredcross.org](http://www.tallyredcross.org); 1115 Easterwood Drive, Tallahassee, FL 32311; Telephone: (850) 878-6080

Community Development Block Grant Program:  
<http://www.hud.gov/offices/cpd/communitydevelopment/programs/>

Community Facilities Grants: [http://www.rurdev.usda.gov/HAD-CF\\_Grants.html](http://www.rurdev.usda.gov/HAD-CF_Grants.html)

Disasters, Strategies & Ideas Group, LLC: [www.dsideas.com](http://www.dsideas.com); PO Box 12333, Tallahassee, FL 32317; Telephone: (850) 443-6948

Federal Emergency Management Agency: <http://www.fema.gov/>

Federal Emergency Management Agency Community Status Book Report: Florida Communities Participating in the National Flood Program: <http://www.fema.gov/cis/FL.html>

Federal Emergency Management Agency Multi-Hazard Mitigation Planning:  
<http://www.fema.gov/plan/mitplanning/index.shtm>

Florida Department of Community Affairs, Division of Emergency Management:  
<http://www.floridadisaster.org>

Florida EMS Grants: <http://www.doh.state.fl.us/demo/ems/grants/grants.html>

Florida's Small Cities Community Development Block Grant Program:  
<http://www.floridacommunitydevelopment.org/cdbg/>

Homeland Security Grant Program: <http://www.fema.gov/government/grant/hsgp/index.shtm>

National Drought Mitigation Center: <http://drought.unl.edu/index.htm>

National Hurricane Center, National Weather Service: <http://www.nhc.noaa.gov/>

National Response Framework (NRF) Resource Center:  
<http://www.fema.gov/emergency/nrf/index.htm>

Southeast Regional Climate Center: <http://www.sercc.com/>

**RESOLUTION NO. 2013-030**

**A RESOLUTION OF THE GADSDEN  
COUNTY COMMISSION, ADOPTING AN AMENDMENT TO THE GADSDEN  
COUNTY LOCAL MITIGATION STRATEGY**

**WHEREAS**, Gadsden County and the Florida Department of Community Affairs have entered into a Service Agreement for the purpose of preparation and development of Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant Program projects to become a part of the Statewide Hazard Mitigation Strategy, and

**WHEREAS**, the Gadsden County Board of County Commissioners continues to support preparation efforts to reduce future impacts of disasters on the residents of Gadsden County, and

**WHEREAS**, the Gadsden County Board of County Commissioners has appointed the Local Mitigation Strategy Working Group compiled by local officials and citizens to review and redraft the County Local Mitigation Strategy Plan in accordance with the requirements set forth by the Robert T. Stafford Act and the Disaster Mitigation Act of 2000 per the Federal Emergency Management Agency and the Florida Department of Community Affairs, and

**WHEREAS**, the Cities of Gretna, Greensboro, Chattahoochee, Havana, Quincy, and Midway have adopted the updated county-wide Local Mitigation Strategy Plan ensuring the Cities eligibility in programs and/or funding provided through the Federal Emergency Management Agency, and

**WHEREAS**, the Local Mitigation Strategy Working Group compiled a Local Mitigation Strategy document that meets Services Agreements between the County and the State and between the Cities and the County;

**NOW THEREFORE, BE IT RESOLVED**, that the Gadsden County Board of County Commissioners in a meeting assembled this 19<sup>th</sup> day of November 2013 adopted the updated Local Mitigation Strategy document as per the procedures set forth by the Robert T. Stafford Act.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to the Cities of Gretna, Chattahoochee, Greensboro, Quincy, Havana, and Midway.

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

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

RESOLUTION NO. 2012-04

A RESOLUTION OF THE CITY OF CHATTAHOOCHEE  
CITY COUNCIL, ADOPTING AN AMENDMENT TO THE  
GADSDEN COUNTY LOCAL MITIGATION STRATEGY

WHEREAS, the City of Chattahoochee City Council (hereinafter referred to as the City) desires to reduce the future impacts of disasters on the residents of the City, and

WHEREAS, the Gadsden County Board of County Commissioners has appointed the Local Mitigation Strategy Working Group compiled by local officials and citizens to review and redraft the County Local Mitigation Strategy Plan in accordance with the requirements set forth by the Robert T. Stafford Act and the Disaster Mitigation Act of 2000 per the Federal Emergency Management Agency and the Florida Department of Community Affairs, and

WHEREAS, the Gadsden County Local Mitigation Strategy includes mitigation activities that will assist the City of Chattahoochee, and

WHEREAS, the compliance of the Local Mitigation Strategy Plan will ensure the City's eligibility in programs and/or funding provided through the Federal Emergency Management Agency, and

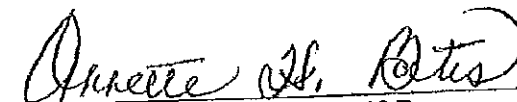
WHEREAS, the Local Mitigation Strategy Working Group has compiled the updated Local Mitigation Strategy as per the procedures set forth in the Robert T. Stafford Act.

IT IS THEREFORE RESOLVED by the City that the attached "Exhibit A" is hereby adopted as the Gadsden County Local Mitigation Strategy.

Resolved this the 3<sup>rd</sup> day of April, 2012.

ATTEST:

  
GAYLE LANIER, CITY CLERK

  
ANNETTE H. BATES, MAYOR

RESOLUTION # 2012-02

A RESOLUTION OF THE GREENSBORO, FLORIDA TOWN COUNCIL, ADOPTING THE GADSDEN COUNTY LOCAL MITIGATION STRATEGY 2011 UPDATE.

WHEREAS, the Town of Greensboro Town Council (hereinafter referred to as the Town) desires to reduce the future impacts of disasters on the residents of the Town, and

WHEREAS, the Gadsden County Board of County Commissioners has appointed the Local Mitigation Strategy Working Group comprised of local officials and citizens, to review and redraft the County Local Mitigation Strategy Plan in accordance with the requirements set forth by the Robert T. Stafford Act and the Disaster Mitigation Act of 2000 per the Federal Emergency Management Agency and the Florida Department of Community affairs, and

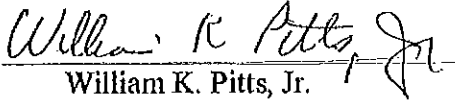
WHEREAS, the Gadsden County Local Mitigation Strategy included mitigation activities that will assist the Town of Greensboro, and

WHEREAS, the compliance of the Local Mitigation Strategy Plan will ensure the Town's eligibility in programs and/or funding provided through the Federal Emergency Management Agency, and

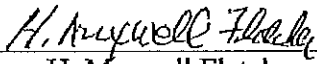
WHEREAS, the Local Mitigation Strategy Working Group has complied with updated Local Mitigation Strategy as per the procedures set forth in the Robert T. Stafford Act.

IT IS THEREFORE RESOLVED by the Town that the attached Exhibit A is hereby adopted as the Gadsden County Local Mitigation Strategy.

Resolved on the 12<sup>TH</sup> day of March 2012.

  
William K. Pitts, Jr.  
Mayor, Greensboro Town Council

ATTEST:

  
H. Maxwell Fletcher  
Town Clerk

**RESOLUTION #12-02-R**

**A RESOLUTION OF THE HAVANA, FLORIDA TOWN  
COUNCIL, ADOPTING AN AMENDMENT TO THE  
GADSDEN COUNTY LOCAL MITIGATION STRATEGY.**

**WHEREAS**, the Town of Havana Town Council (hereinafter referred to as the Town) desires to reduce the future impacts of disasters on the residents of the Town, and

**WHEREAS**, the Gadsden County Board of County Commissioners has appointed the Local Mitigation Strategy Working Group complied by local officials and citizens, to review and redraft the County Local Mitigation Strategy Plan in accordance with the requirements set forth by the Robert T. Stafford Act and the Disaster Mitigation Act of 2000 per the Federal Emergency Management Agency and the Florida Department of Community Affairs, and


**WHEREAS**, the Gadsden County Local Mitigation Strategy includes mitigation activities that will assist the Town of Havana, and

**WHEREAS**, the compliance of the Local Mitigation Strategy Plan will ensure the Town's eligibility in programs and/or funding provided through the Federal Emergency Management Agency, and


**WHEREAS**, the Local Mitigation Strategy Working Group has complied the updated Local Mitigation Strategy as per the procedures set forth in the Robert T. Stafford Act.

**IT IS THEREFORE RESOLVED** by the Town that the attached **Exhibit A** is hereby adopted as the Gadsden County Local Mitigation Strategy.

Resolved on the 28th day of February, 2012.

  
\_\_\_\_\_  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
Town Clerk



**RESOLUTION NO. 1284-2012**

**A RESOLUTION OF THE CITY OF QUINCY  
CITY COMMISSION, ADOPTING AN AMENDMENT  
TO THE GADSDEN COUNTY LOCAL MITIGATION STRATEGY**

**WHEREAS**, the City of Quincy City Commission (hereinafter referred to as the City) desires to reduce the future impacts of disasters on the residents of the City, and

**WHEREAS**, the Gadsden County Board of County Commissioners has appointed the Local Mitigation Strategy Working Group compiled by local officials and citizens to review and redraft the County Local Mitigation Strategy Plan in accordance with the requirements set forth by the Robert T. Stafford Act and the Disaster Mitigation Act of 2000 per the Federal Emergency Management Agency and the Florida Department of Community Affairs, and

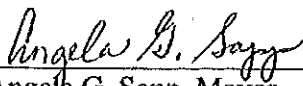
**WHEREAS**, the Gadsden County Local Mitigation Strategy includes mitigation activities that will assist the City of Quincy, and

**WHEREAS**, the compliance of the Local Mitigation Strategy Plan will ensure the City's eligibility in programs and/or funding provided through the Federal Emergency Management Agency, and

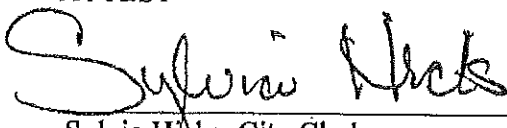
**WHEREAS**, the Local Mitigation Strategy Working Group has compiled the updated Local Mitigation Strategy as per the procedures set forth in the Robert T. Stafford Act.

**IT IS THEREFORE RESOLVED** by the City the attached "Exhibit A" is hereby adopted as the Gadsden County Local Mitigation Strategy.

Resolved this 8<sup>th</sup> day of May, 2012.

  
\_\_\_\_\_  
Angela G. Sapp, Mayor  
Presiding Officer of the City Commission  
And of the City of Quincy

ATTEST

  
\_\_\_\_\_  
Sylvia Hicks, City Clerk  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

CITY OF GRETNA

RESOLUTION NO. 2012-1

A RESOLUTION OF THE CITY COMMISSION  
OF ~~GRETNA~~, FLORIDA ADOPTING AN  
AMENDMENT TO THE GADSDEN COUNTY  
LOCAL MITIGATION STRATEGY.

SECTION 1.01. Authority. This Resolution, after due notice of public meeting was given, is adopted pursuant to the City of Gretna Charter approved on July 18, 1989, as amended and supplemented, the same being the Charter of the City of Gretna, Florida, Chapter 166, Florida Statutes and other applicable provisions of law.

SECTION 2.01 Findings. IT IS HEREBY FOUND AND DETERMINED that the City of Gretna desires to reduce the future impacts of natural disasters on its residents; IT IS ALSO FOUND AND DETERMINED that the Gadsden County Board of County Commissioners has appointed the Local Mitigation Strategy Working Group comprised of local officials and citizens, to review and redraft the County Local Mitigation Strategy Plan in accordance with the requirements set forth by the Robert T. Stafford Act and the Disaster Mitigation Act of 2000 per the Federal Emergency Management Agency and the Florida Department of Community Affairs; IT IS FURTHER FOUND AND DETERMINED that the Gadsden County Local Mitigation Strategy includes mitigation activities that will assist the City of Gretna; IT IS FURTHER FOUND AND DETERMINED that compliance with the Local Mitigation Strategy Plan will ensure the City's continuing eligibility in programs and/or funding provided through the Federal Emergency Management Agency; IT IS FURTHER FOUND AND DETERMINED that the Local Mitigation Strategy Working Group has complied the updated Local Mitigation Strategy as per the procedures set forth in the Robert T. Stafford Act.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GRETNA, FLORIDA AS FOLLOWS:

SECTION 3.01 Adoption of Local Mitigation Strategy. The foregoing findings are incorporated herein by reference and attached Exhibit "A" is hereby adopted as the Gadsden County Local Mitigation Strategy.

SECTION 4.01 Effective Date. This Resolution shall take effect immediately upon its adoption.

Motion for approval of this ordinance was made by Commissioner FRANKS.  
Motion seconding approval of this ordinance was made by Commissioner PAYNE.  
DONE AND ORDERED this 3 day of April, 2012, in REGULAR session of the City Commission of Gretna, Florida.

Date: 3 April 2012

Attest: Karen Condry  
Karen Condry, City Clerk



Clarence M. Jackson, II  
Clarence M. Jackson, II, Mayor

Approved as to form and sufficiency:

Harold M. Knowles  
Harold M. Knowles  
City Attorney